



# **AGENDA OF THE COMMON COUNCIL**

**TUESDAY, DECEMBER 15, 2015, 7:00 P.M.**

**COUNCIL CHAMBERS  
Room 203, City Hall**

- Roll call.
- Pledge of Allegiance.
- Invocation.
- Approval of minutes of the December 1, 2015, meeting.
- Approval of the Agenda.
- Report by the Mayor.
- Announcements.

## **PUBLIC HEARING**

Zoning Ordinance No. 11-15

An ordinance amending Zoning Ordinance No. 9-15 to permit modified signage as part of the Planned Unit Development Overlay District for 1593 East Mason Street.

## **PRESENTATION**

Presentation of the Mayor's Leadership Awards – Extra Mile America Organization.

## **APPOINTMENTS**

1. Election Officials pursuant to Section 7.30, Wis. Stats., for the 2016-2017 term.

## **REFERRAL OF PETITIONS & COMMUNICATIONS**

2. Referral of communications and petitions received by the City Clerk.  
Late communications.

## **REPORTS FOR COUNCIL ACTION**

3. Report of the Park Committee.
4. Report of the Economic Development Authority.
5. Report of the Plan Commission.
6. Report of the Redevelopment Authority.

With regard to Item #3, the Council may convene in closed session pursuant to Section 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session and pursuant to Section 19.85(1)(g), Wis. Stats., for purposes of conferring with legal counsel concerning litigation in which it is or is likely to become involved. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

7. Report of the Traffic Commission.
8. Report of the Finance Committee.
9. Report of the Improvement & Service Committee.
10. Report of the Personnel Committee.

With regard to Item #12, the Council may convene in closed session pursuant to Section 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

11. Report of the Protection & Welfare Committee.
12. Report of the Protection & Welfare Committee granting Operator Licenses.

## **RECEIVE & PLACE ON FILE**

Building Permit Report for November, 2015.

### **RESOLUTIONS**

13. Resolution authorizing the issuance and sale of Taxable General Obligation Promissory Note.
14. Resolution authorizing transfer of funds.
15. Resolution drawing final orders.
16. Resolution authorizing release of a sanitary sewer easement located at 1940 Main Street.
17. Resolution supporting Wisconsin Senate Bill 340.
18. Resolution amending the conditional-use permit authorized at 421 Erie Road.
19. Resolution regarding vacation of portion of unimproved right-of-way at 19410 Main Street.
20. Resolution accepting streets.

### **ORDINANCES - FIRST READING**

21. General Ordinance No. 20-15  
An ordinance amending Section 1.90(8)(b) of the Code relating to the jurisdiction of the Ethics Board.
22. General Ordinance No. 26-15  
An ordinance amending Section 29.208 of the Code relating to parking regulations.
23. General Ordinance No. 27-15  
An ordinance amending Section 13-519(g) of the Code relating to parking of recreational vehicles.
24. Zoning Ordinance No. 12-15  
An ordinance rezoning portions of 1905 and 1911 Main Street from General Commercial (C1) District to Highway Commercial (C2) District.

25. Zoning Ordinance No. 13-15  
An ordinance amending Zoning Ordinance No. 1-91 to change the land use designation for property located in the 3450 block of East Mason Street from Exclusive Office-Entertainment to Light Manufacturing.

### **ORDINANCES - THIRD READING**

26. General Ordinance No. 23-15  
An ordinance amending Section 9.21 of the Code, right-of-way excavation and occupancy.
27. General Ordinance No. 24-15  
An ordinance deleting Section 15.66 of the Code, moving of buildings, and replacing it as Section 9.265 of the Code, transport of loads exceeding statutory size or load limits.
28. General Ordinance No. 25-15  
An ordinance amending Section 9.26 of the Code prohibiting heavy equipment on certain streets.
29. Zoning Ordinance No. 11-15  
An ordinance amending Zoning Ordinance 9-15 to permit modified signage as part of the Planned Unit Development Overlay District for 1593 East Mason Street.

### **COMMITTEE OF THE WHOLE**

30. Request by Ald. Nennig to draft a policy regarding citizen petitions and communications to the Council.

Kris A. Teske  
Green Bay City Clerk

***Supporting documents for the numbered items in this agenda are contained in  
the  
Appendix of Supplemental Information.***

**ACCESSIBILITY:** Any person wishing to attend who, because of a disability, requires special accommodation should contact the City Safety Manager at 448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.



**APPENDIX OF SUPPLEMENTAL INFORMATION**

**FOR COUNCIL MEETING**

**OF TUESDAY, DECEMBER 15, 2015**

**7:00 P.M.**

# **Election Officials pursuant to Section 7.30, Wis. Stats., for the 2016-2017 term**

2	CHARLES	HEIDNER	10	LINDA	HERMAN
2	CONSTANCE	BROWNELL	10	MARY LOU	MILLER
2	JUNE	GILSOUL	11	PATRICK	RYAN
2	ANITA	OHLSON	11	MARY	BAETEN
2	ROBERT	OHLSON	11	DICK	ALBERS
3	LINDA	GLAWE NEUSER	11	PATRICIA	PFESITER
3	THOMAS	NEUSER	12	JOAN	TADISH
3	DANIEL	MAINE	12	BRIAN	DELVOYE
3	MARY	BLAKE	12	LARAE	GOWER
3	JOHN	EVANS	12	VALERIE	DELVOYE
4	MARY	SEVCIK	13	BARBARA	TAYLOR
4	LISA	KOENIG	13	JAMES	SEILER
4	VERN	KRAWCZYK	13	TINA	COTTER
4	BETTY	WESTERMAN	13	PATRICIA	SEILER
4	JEANNE	KAYE-RENKAS	13	PATRICIA	WESTERMAN
5	DEBORAH	NOLL	14	RON	HUEBSCHER
5	ROBERT	NOLL	14	JOY	PETERSON
5	PAUL	GAST	14	CATHY	SKERIS
5	BETTY	HAEVERS	14	MARY ANN	SIMONIS
5	ELIZABETH	OBERBERGER	14	JILL	VERHEYEN
6	CAROL	HAEN	15	ANN	HARTMAN
6	BOB	WARTENBERG	15	KAREN	SEAS
6	MIKE	DAVISON	15	CAROL	NOACK
6	DAVID	DEMRO	15	MARY	STENLUND
6	ROSANNE	SHACKELFORD	16	JOYCE	FRITZ
7	BARRY	BASTEN	16	ELLEN	HUEBNER
7	JOYCE	CATALANO	16	CAROL	MANNING
7	DAVID	CATALANO	16	MARGUERITE	GRUNWALD
7	AUDREY	HANES	16	BARBARA	ZELLER
7	SHARON	BALDUCCI	17	LOIS	BADER
7	MYRTLE	RIPLEY	17	PATRICIA	DE WITT
8	JOHN	WATZKA	17	JAN	DENEYS
8	MARY E	KRUTZ	17	NORMA	TESKE
8	BETSY	WHITTON	17	KAREN	VUILLEMIN
8	LIZ	BELONGIA	17	MARY	WILTING
8	SKYLENE	VAN DEN HEUVEL	18	NANCY	DAHLKE
9	KATHY	DALEY	18	MARY	GIBSON
9	CAROL	SEVCIK	18	JOAN	REIMER
9	BETTY	COX	18	JUDY	KRAWCZYK
9	DOMINIC	GIERCZAK	18	JOYCE	JANUS
9	LORNA	JAEGER	18	TERRI	RACINE
10	KAREN	GREATENS	19	DONNA	KING
10	DAVE	RACINE	19	GLORIA	MORGAN
10	MARGE	SCHNEIDER	19	ANDREA	ERICKSON

19	CAROL	FREDRICKSON	30	JACQUELINE	PLANT
19	LESA	KENNEDY	31	TERRY	PORTER
20	JANICE	CRAWFORD	31	CAROL	EDGES
20	FRANCES	KASSNER	31	DIANE	JANSSEN
20	LOIS	NOVICKI	31	NANCY	VAN STRATEN
20	TINA	MELOTTE	31	GINNY	PLINER
20	ROSALIE	NEWLIN	32	KAREN	MOLITOR
21	AUDREY	SCHMIDT	32	GERALDINE	NYLUND
21	WILLIAM	ENGLUND	32	JO ANN	GOSZ
21	RAMONA	BARNICA	32	LILY	JANSSEN
22	STEVEN	STEFFEK	32	BARBARA	PLUMMER
22	BEATRICE	MOENS	33	SUE	LEWIS
22	SANDY	PUYLEART	33	MAXINE	NOVITSKI
22	GREGORY	MOENS	33	ROSEMARY	WOCHENSKE
23	GAIL	HOHENSTEIN	33	VICKY	GILSOUL
23	SUSAN	SALEMI	34	TERRY	BECKER
23	PATRICIA	HAGERTY	34	SHARON	POWLESS
23	MARY	SCHNEIDER	34	LLOYD	POWLESS, JR
24	PATRICIA	HERMAN	34	JEANNE	WISKOW
24	CARYL	PETERS	34	JUANITA	RADEY
24	NANCY	WEIDNER	35	MARY JANE	BUBLITZ
25	JUDY	HRUBESKY	35	PAT	JENSEN
25	MARY	WATTS	35	CHARLENE	NARANCE
25	JIM	JACQUE	35	JULIA	FARRELL
25	MARY JO	JACQUE	36	KATHLEEN	TURNER
25	DONNA	HEIM	36	STEPHANIE	BARRINGTON
26	JUDITH	LANDRY	36	BERNICE	REILLY
26	JULIA M.	DEROUIN	36	DYANN	OTERO
26	MARY	FRUZEN	36	HELEN	HUETTER
27	BEVERLY	VAN DEURZEN	37	ROSEMARY	BOROWITZ
27	JOY	KING	37	BRIAN	NIGHORN
27	KAREN	LAWYER	37	BETTY	GENTZ
28	CAROL	JUBERT	37	WILLIAM	BOURBONNAIS
28	KAREN	SCHLEY	37	KATHY	GERMAIN
28	KELLY	BRUSEWITZ	38	CAROL	LAHEY
28	SUSAN	CIESLEWICZ	38	MICHELLE	WOLTER
28	JANE	CURRO-KINARD	38	FLORENCE	PIRON
28	DAWN	SMITH	38	KAREN	ROUSSEAU
29	PEG	AXELSON	38	JEAN	SHERMAN-KALCIK
29	ANN	BRAMSCHREIBER	39	NAOMI	JOHNSON
29	DEAN	BRAMSCHREIBER	39	ELIZABETH	NADOLSKI-SPEARS
29	JOHN	PATTERSON	39	CAROLYN	BIEDA-KYLES
29	KATHLEEN	LEPAK	39	CATHERINE	CROWLEY
29	GAIL	WENNINGER	39	KAREN	WOJAHN
30	CAROLINE	MC MAHON	40	BARB	LAHEY
30	WAYNE	MC MAHON	40	PEGGY	MAAS
30	GERALDENE	BETZINGER	40	COLLETTE	SINKEWICZ

40	MARY JANE	VOLM
40	DAVID	MATUZEK
41	PEG	MILLHISER
41	FRANK	MILLHISER
41	JAMES	DOBRATZ
41	ANNA	OSTROWSKI
41	RUTH	STOEHR
41	KATHRYN	VER KUILEN
42	MILDRED	MARKOWSKI
42	MARY ANN	DUFANO
42	DONNA	KORBISH
42	MARCIA	WARD
42	JEAN	WILSON
43	JOHN	BERKIN
43	ARTHUR	HILL
43	DAWN	SEEMAN
43	LINDA	TINGLEY
44	DENNIS	LAWYER
44	ROSALIE	LAWYER
44	NANCY	RHYNER
44	CAROLE	O'LEARY
44	GRACE	VERTZ
45	PAMELA A	FISCHER
45	KRIS	HARRISON
45	BEATRICE	BUCHHOLZ
45	ELIZABETH	DONOVAN
45	ARLENE	HARP
45	MAUREY	STEFFEL
45	DAVID	TAYLOR
46	LYNN	ABEL
46	LISA	KURTH
46	RAMONA	KURTH
46	MARGARET	SAUER
46	BARBARA	DENNIS
46	CHARITY	POWERS
46	BETTY	RUNGE
47	PAULA	GRIGG
47	BETTY	ARENDT
47	ILENE	GUSTAFSON
47	MERIBETH	ROESER
47	MARSHA	SCHROEDER



PETITIONS & COMMUNICATIONS

PROTECTION & WELFARE COMMITTEE

Appeal by Timothy Lafferty Jr. to the denial of his Operator License application.

Application for a "Class B" Combination License by Mary S. Besaw at 2148 University Avenue. (Currently Lee & Lee, Inc.)

## **REPORT OF THE PARK COMMITTEE**

December 15, 2015

The Park Committee, having met on Wednesday, December 9, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. A. To officially recognize that the \$1,000,000 fundraising goal by the Friends of Colburn Pool has been met.
- B. To proceed with the Council-approved pool design that the Friends of Colburn Pool group has fundraised towards.
- C. To direct staff to proceed with sending out a Request for Proposals to hire a pool engineer, discuss potential funding options with the Finance Director, and bring this back to the Park Committee for review and approval.
- D. To accept naming rights donations contingent upon staff working with the donors to finalize the naming, signage, and signage placement and bring this back to the Park Committee for review and approval.
2. To approve the staff recommendation for the 2016 Community Development Block Grant proposal and forward this request to the Redevelopment Authority for approval.
3. A. To approve the award to purchase picnic table frames from R.J. Thomas Mfg. Co. for \$22,056.
- B. To approve the award to purchase park shelter doors from LaForce Inc. for \$12,794.
4. To receive and place on file the Director's Report.

## **REPORT OF THE GREEN BAY ECONOMIC DEVELOPMENT AUTHORITY MEETING**

**December 15, 2015**

The Economic Development Authority having met on Wednesday, December 9, 2015 considered all matters on its agenda and wishes to report the following:

1. To receive and place on file request by Ald. Moore to discuss and review development options for 418 and 420 N. Monroe Avenue (Parcels 11-91 and 11-92), the former Body Shop.
2. To approve staff's recommendation to create Brownfields Revolving Loan Fund Advisory Committee contingent upon receipt of EPA Brownfields Grant.

## REPORT OF THE GREEN BAY PLAN COMMISSION

### December 15, 2015

The Green Bay Plan Commission, having met on Monday, December 7, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To amend the I-43 Business Center Planned Unit Development by changing the land use designation of Parcel 21-171-2, located in the 3450 Block of East Mason Street, from Exclusive Office-Entertainment to Light Manufacturing.
2. To amend a Conditional Use Permit (CUP) for an Assisted Living Facility located at 421 Erie Road, subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional use permit, including standard site plan and building plan review and approval, along with the following condition:
  - A. An expansion on Community Living Arrangement or Assisted Living uses will require an amendment to this Conditional Use Permit.
3. To rezone the future lots proposed at 1905 & 1911 Main Street from General Commercial (C1) to Highway Commercial (C2).
4. To discontinue a sanitary sewer easement located at 1940 Main Street subject to the following condition:
  - A. Relocation of AT&T's existing facilities, if required, is compensable.
5. To vacate a portion of unimproved right-of-way at 1940 Main Street, subject to the following conditions:
  - A. An easement over the entire area for the City of Green Bay for an existing sewer line shall be retained.
  - B. The Green Bay Water Utility shall retain the right to move their existing water utility curb boxes out of this right-of-way area.
6. To amend Chapter 13-519(g) regarding parking of recreational vehicles as follows:

*(g) Recreational vehicles must be operational and owned by and registered to the owner or the legal tenant of the property and must bear current license registrations as applicable.*
7. To modify the notification process to affected property owners as it may relate to comprehensive plan amendments and zoning petition requests:

*The Commission will notify property owners within 200 ft. of a pending rezoning and/or comprehensive plan amendment if the total requested area is less than 3 acres in size. For areas greater than 3 acres, the Commission will notify property owners within 400 ft. of the total requested area. The Commission directs staff to contact the affected Alderperson(s) to determine if additional notification is necessary as a result of unique circumstances related to the request or neighborhood; neighborhood associations, business districts and any other special interest group that may be affected by a request. Notices shall also be placed on available social media platforms as adopted by the City of Green Bay.*

## **REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY**

### **December 15, 2015**

The Green Bay Redevelopment Authority, having met on Tuesday, December 8, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To amend the Authenticity Plan adding language so that the City is made whole on any future development of the Baylake Bank parcel.
2. To approve the Continuing Guaranty (Limited) to the Bank of Luxemburg, subject to minor legal and technical amendments (copy attached).
3. To approve the Development Ageement for Larsen Green and DDL Holdings (copy attached) with the following contingencies:
  - a. On or before December 14, 2015, the On Broadway, Inc. Board of Directors and/or the Larsen Green Governing Board affirmatively votes to transfer title of 420 N. Broadway (Tax Parcel 5-1756) and 520 N. Broadway (Tax Parcel 5-1757) to the Redevelopment Authority of the City of Green Bay; and
  - b. On or before December 31, 2015, On Broadway, Inc. transfers title of 420 N. Broadway (Tax Parcel 5-1756) and 520 N. Broadway (Tax Parcel 5-1757) to the Redevelopment Authority of the City of Green Bay.

## CONTINUING GUARANTY (LIMITED)

THIS CONTINUING GUARANTY (LIMITED) (the "Guaranty"), dated as of \_\_\_\_\_, 2015, is given by the City of Green Bay, Wisconsin (the "Guarantor") to BANK OF LUXEMBURG (the "Lender").

### RECITALS

The Guarantor acknowledges the following:

A. HCW LLC, a Wisconsin limited liability company (the "Borrower"), has requested that the Lender extend certain credit facilities to Borrower in the aggregate principal amount of up to \$4,400,000.00 (the "Loan") for purposes of refinancing the existing indebtedness owed by Borrower to (a) the Guarantor and (b) Fox Communities Credit Union.

B. The Loan will be evidenced by that certain Loan Agreement of even date herewith by and between Borrower, ("Business Loan Agreement"), and that certain Commercial Promissory Note of even date herewith in the original principal amount of \$4,400,000.00 made by Borrower in favor of Lender ("Note"), and will be secured by a Mortgage and Commercial Security Agreement on certain real estate owned by Borrower (the "Mortgage") and an Assignment of Leases and Rents (the "Assignment") with respect to the aforementioned real estate. The Business Loan Agreement, the Note, the Mortgage, and all other documents or instruments executed by the Borrower in connection with the Loan, all as amended, modified and supplemented from time to time, are referred to as the "Loan Documents".

C. The Lender is unwilling to make the Loan unless it receives this Guaranty from the Guarantor.

D. Guarantor shall benefit from Lender extending the Loan to Borrower and, therefore, is willing to execute this Guaranty.

### AGREEMENTS

In consideration of the Recitals, and in order to induce the Lender to make the Loan, the Guarantor, intending to be legally bound, agrees as follows:

1. Guaranty. The Guarantor, subject to the limitations set forth in Section 2 below, absolutely, irrevocably and unconditionally guarantees payment of and performance of, and promises to pay or cause to be paid to the Lender when due whether at the maturity date, or by acceleration or otherwise or, to the extent not prohibited by law, at the time the Borrower becomes the subject of bankruptcy or other insolvency proceedings, the following (the "Obligations"): (a) the repayment by the Borrower of the Loan as evidenced by the Note and any extensions, renewals, refinancings or modifications of, or substitutes or replacements for, the Loan or the Note; (b) the amount of any payments made to the Lender or another by or on behalf of the Borrower which are recovered from the Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law with respect to the Note; (c) the performance by Borrower of all of its obligations under the Loan Documents with respect to the Note; and (d) all costs, expenses and fees (including reasonable attorneys' fees) paid or incurred by the Lender in enforcing any of the terms,

covenants or provisions of this Guaranty or realizing upon this Guaranty or any collateral securing the Obligations ("Costs of Collection"). This is a guaranty of payment and not of collection.

2. Limitations. The amount of liability under this Guaranty is limited to \$2,500,000.00, plus Costs of Collection to the extent not prohibited by law, and the foregoing amount of limited liability under this Guaranty shall not be reduced based on a reduction in the amount of Obligations outstanding from time to time unless the amount of outstanding Obligations is less than the amount of limited liability.

3. Duration of Guaranty. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Obligations shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Obligations shall not affect the liability of Guarantor under this Guaranty. (Shouldn't the City be covered in some way that we don't allow them to release the primary borrowers?)

4. Application of Monies. All monies available to the Lender for application in payment or reduction of the Obligations, including partial payments, may be applied by the Lender to the Obligations in such manner and in such amounts and at such time or times and in such order and priority as the Lender may elect.

5. Guarantor Not Released. The Lender may, without notice to or the consent of the Guarantor at any time and from time to time, without affecting the liability of the Guarantor hereunder (a) amend or consent to any amendment to any provision of any Loan Document, including without limitation, any change in the interest rate therein or any change in the time or manner of any payment required thereunder; (b) make or consent to any agreement for the extension, renewal, payment, compounding, compromise, discharge or release of any Obligations or any provision of any Loan Document, or for any modification of the terms thereof; (c) release or discharge the Borrower by acceptance of a deed in lieu of foreclosure or otherwise, as to all or any portion of the Obligations to the Lender; (d) release, substitute or add any one or more guarantors; (e) accept additional security or collateral for the Obligations; (f) settle or compromise the amount due or owing or claimed to be due or owing; (g) surrender, release or impair any collateral given as security for the Obligations; (h) fail to perfect its security interest in or realize upon any collateral given as security for the Obligations; and (i) fail to realize upon any of the Obligations or to proceed against the Borrower or any other guarantor. Credit may be granted or continued from time to time by the Lender to the Borrower without notice to or the consent of the Guarantor, regardless of any such Borrower's financial or other condition at the time of any such grant or continuation.

6. Default and Remedies. Failure by the Guarantor to perform any of the Obligations within thirty (30) days after written demand by the Lender shall constitute an Event of Default under this Guaranty and shall entitle the Lender to bring and prosecute a separate action or actions against the Guarantor whether or not the Borrower or any other guarantor is joined therein or a separate action or actions are brought against the Borrower or any other guarantor. The Lender may maintain successive actions for other Events of Default. Its rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until all of the Obligations to the Lender have been paid or performed in full.

The Guarantor's liability hereunder is independent of the obligations of the Borrower and any other guaranties at any time in effect with respect to the Obligations and may be enforced regardless of the existence, validity, enforcement or nonenforcement of any such other guaranties. Guarantor is jointly and severally liable with Borrower for the full and timely performance of all of the Obligations. This Guaranty may be enforced without the necessity at any time of resorting to or exhausting any other security or collateral held by or available to the Lender and without the necessity at any time of bringing action against the Borrower or having recourse to any of the property covered by any Mortgage or any other Loan Document through foreclosure proceedings or otherwise. Nothing herein contained shall at any time prevent the Lender from foreclosing any Mortgage, or from exercising any other rights available to it, and the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of the Guarantor, it being the purpose and intent of the Guarantor that its obligations hereunder shall be absolute and unconditional under any and all circumstances.

7. No Reliances. The Guarantor is fully aware of the financial condition of the Borrower and is executing and delivering this Guaranty based solely upon the Guarantor's own independent investigation of all matters pertinent hereto and is not relying in any manner upon any representation or statement of the Lender as to the collectability or enforceability of any of the Obligations or the financial condition of the Borrower. The Guarantor represents and warrants that it is in a position to obtain, and hereby assumes full responsibility for obtaining, any additional information concerning the Borrower's financial condition and any other matter pertinent hereto as the Guarantor may desire, and the Guarantor is not relying upon or expecting the Lender to furnish to the Guarantor any information now or hereafter in the Lender's possession concerning the same or any other matter. The Guarantor shall have no right to require the Lender to obtain or disclose any information with respect to the Obligations, the financial condition or character of the Borrower or the Borrower's ability to pay or perform the Obligations, the existence of any collateral or security for the Obligations, the existence or nonexistence of any other guaranties of all or any part of the Obligations, any action or inaction on the part of the Lender, the Borrower or any other person, or any other matter, fact or occurrence whatsoever. The Guarantor hereby agrees that the Lender may, with Guarantor's prior written approval in each instance, which shall not be unreasonably withheld, disclose any financial information or other data on the Guarantor that is in the Lender's possession to any participant in the Loan, any purchaser of the Loan or any successor or assignee of the Lender, provided, however, Guarantor's consent shall not be required with respect to any compliance or other regulatory review of Lender or its loan files or other books and records.

8. Representations and Warranties. The Guarantor makes the following representations and warranties which shall be deemed to be continuing representations and warranties until the Obligations have been paid or performed in full:

8.1 The Guarantor has the requisite power, authority, capacity and legal right to execute, deliver and perform this Guaranty.

8.2 This Guaranty, when executed and delivered, will constitute the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, even though any Obligation is invalid and unenforceable against the Borrower.



8.3 Neither the execution nor delivery of this Guaranty nor the consummation of the transactions contemplated hereby will, with or without notice and/or lapse of time:

8.3.1 constitute a breach of any of the terms and provisions of, or constitute a default under, any note, contract, document, instrument, agreement or undertaking, whether written or oral, to which the Guarantor is a party or to which the Guarantor's property is subject;

8.3.2 accelerate or constitute an event entitling the holder of any indebtedness of the Guarantor to accelerate the maturity of any such indebtedness;

8.3.3 conflict with or result in a breach of any writ, order, injunction or decree against the Guarantor or any court or governmental agency or instrumentality, whether national, state, local or other; or

8.3.4 conflict with or be prohibited by any federal, state, local or other governmental law, statute, rule or regulation in effect on the date of this Guaranty.

9. Waivers. The Guarantor waives, to the full extent permitted by law:

9.1 any defense that may arise by reason of:

9.1.1 the incapacity, lack of authority, liquidation, dissolution, termination, death or disability of the Borrower, the Guarantor or any other guarantor;

9.1.2 the failure of the Lender to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of the Borrower, the Guarantor or any other guarantor;

9.1.3 the unenforceability, in whole or in part, of any or all of the Loan Documents; or

9.1.4 any action or inaction by the Lender or the Borrower, or any other event which should occur, after a bankruptcy proceeding is commenced by or against the Borrower;

9.2 presentment, demand for payment, notice, protest, diligence of collection, nonpayment or nonperformance of any Obligations, notice of discharge, notice of acceptance of this Guaranty and indulgences and notices of any other kind whatsoever;

9.3 any defense based upon an election of remedies by the Lender which destroys or otherwise impairs the subrogation rights of the Guarantor or the right of the Guarantor to proceed against the Borrower or any other guarantor for reimbursement, or both;

9.4 any defense based upon any failure to perfect any security interest in, or the taking of or failure to take any other action with respect to any collateral given to secure the Obligations;

9.5 any rights or defenses based upon an offset by the Guarantor against any obligation now or hereafter owed to the Guarantor by the Borrower;

9.6 any defense based upon any statute of limitations; or

9.7 any other defenses which the Borrower might have against the Lender.

It is the intention hereof that the Guarantor shall remain liable to the extent set forth herein until all of the Obligations have been paid or performed in full, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Guarantor.

10. Subordination of Borrower's Debts To Guarantor. Guarantor agrees that the Loan, and any other indebtedness owed by Borrower to Lender hereafter created and the Lender's rights under the Loan Documents, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, if Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Loan, and any other indebtedness owed by Borrower to Lender hereafter created. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Loan. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender.

11. Notices. Any notice or demand given or made under this Guaranty shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or delivered to the intended addressee in person or delivered to an overnight courier service. Notice or demand that is mailed or given to the overnight courier service shall be effective upon its deposit in the United States mails or when given to the overnight courier service. Notice or demand given or made in any other manner shall be effective only if and when received by the addressee. For purposes of notice and demand, the addresses of the parties shall be:

Lender: Bank of Luxemburg  
Attn: Garrett R. Jesko, Assistant Vice President  
630 Main Street  
Luxemburg, WI 54217

Guarantor: City of Green Bay, Wisconsin  
Attn: City Attorney  
100N. Jefferson Street  
Green Bay, WI 54301

Any party shall have the right to change its address for notice or demand to any other location within the continental United States by giving 30 days' notice to the other party in the manner set forth herein for giving notices.

12. Applicable Law, Severability. This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin. The invalidity or unenforceability of any provision of this Guaranty shall not affect the validity or enforceability of any other provision.

13. No Waiver. No delay on the part of the Lender in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights. No notice to or demand on the Guarantor shall be deemed to be a waiver of the obligations of the Guarantor or of the right of the Lender to take further action without notice or demand as provided herein. No modification or waiver of the provisions of this Guaranty shall be effective unless in writing executed by the Lender nor shall any such waiver be applicable except in the specific instance for which given.

14. Entire Agreement. This Guaranty constitutes the entire agreement of the Guarantor and the Lender pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Guarantor and the Lender in connection herewith. This Guaranty may be amended only by a written amendment signed by the Guarantor and the Lender.

15. Successors and Assigns. This Guaranty shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Guarantor and the Lender except that the Guarantor's rights and obligations may not be assigned without the prior written consent of the Lender, which consent may be withheld in Lender's sole discretion. Lender may pledge or assign this Guaranty or any of its rights and powers hereunder without notice. As used herein, the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a guarantor.

16. Waiver of Jury Trial. THE GUARANTOR, AND THE LENDER BY ACCEPTING DELIVERY OF THIS GUARANTY, EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF THE GUARANTOR OR THE LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER'S EXTENSION OF CREDIT TO THE BORROWER.

17. Consent to Jurisdiction. The Guarantor, and the Lender by accepting delivery of this Guaranty, each agrees to submit to personal jurisdiction in the State of Wisconsin in any action or proceeding arising out of this Guaranty and, in furtherance of such agreement, the Guarantor agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the Guarantor in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Wisconsin and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon the Guarantor by registered mail to or by personal service at the last known address

of the Guarantor, whether such address be within or without the jurisdiction of any such court. The Guarantor, and the Lender by accepting delivery of this Guaranty, each consents that venue for any legal proceeding related to enforcement of this Guaranty shall be proper in the Circuit Court of Brown County, Wisconsin.

18. Headings. Headings of the sections of this Guaranty are inserted for convenience only and shall not be deemed to constitute a part hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter general shall be freely interchangeable.

19. Multiple Counterparts. This Guaranty may be executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Signatures of the parties transmitted by facsimile transmission or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty as of \_\_\_\_\_, 2015.

**GUARANTOR:**  
CITY OF GREEN BAY, WISCONSIN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Wisconsin    )  
                              : SS  
Brown County         )

This instrument was acknowledged before me on \_\_\_\_\_, 2015 by \_\_\_\_\_, the \_\_\_\_\_ of the City of Green Bay, Wisconsin.

[Seal]

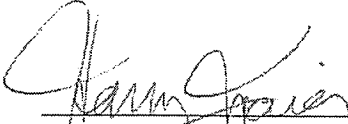
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

RESOLUTION NO. 646

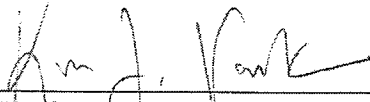
RESOLUTION OF THE REDEVELOPMENT AUTHORITY  
OF THE CITY OF GREEN BAY, WISCONSIN,  
RECOMMENDING APPROVAL OF A CONTINUING  
GUARANTY (LIMITED) FOR THE  
BAYLAKE CITY CENTER CONDOMINIUM PROJECT

BY THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, RESOLVED:

That the Redevelopment Authority of the City of Green Bay, Wisconsin, recommends the Common Council approve the attached Continuing Guaranty (Limited) from the City to the Bank of Luxemburg for the Baylake City Center Condominium Project. Said approval is subject to minor legal and technical amendments deemed necessary by the City Attorney.

BY:   
Harry Maier, Chairman

APPROVED: 11-10-15

ATTEST:   
Kevin Vonck, Secretary

bc

Attachment

LA

**DEVELOPMENT AGREEMENT**  
**Larsen Green and DDL Holdings**

THIS AGREEMENT (hereinafter called the "Agreement") made as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY** (hereinafter called the "RDA"), the **CITY OF GREEN BAY** (hereinafter called the "CITY"), and **DDL HOLDINGS, LLC**, a Wisconsin Limited Liability Corporation (hereinafter called the "DEVELOPER"). The RDA, CITY, and DEVELOPER may collectively be referred to as the "PARTIES."

**WITNESSETH:**

WHEREAS, On Broadway, Inc. (hereinafter "OBI") has owned the property legally described on the attached Exhibit A hereto (tax parcels 5-1741 through 5-1750, 5-1756 and 5-1757) located between Dousman and Mather Street consisting of approximately 16 acres (including all land and improvements, hereinafter defined as the "Property"); and

WHEREAS, DEVELOPER has purchased property adjacent to the Property and developed that property as an expansion of Titledown Brewery along with other commercial uses, including The Cannery restaurant; and

WHEREAS, DEVELOPER desires to purchase the Property and act as master developer to construct a mixed use complex potentially consisting of commercial, retail, office, parking and residential space (hereinafter defined as the "Project") to complement its previous and adjacent development; and

WHEREAS, the CITY and RDA desire to have DEVELOPER purchase and construct an active mixed-use development consisting of commercial, retail, office, parking and residential space, which will generate economic activity and tax base for the community consistent with the City's Comprehensive Plan; and

WHEREAS, DEVELOPER has requested and will receive Tax Incremental Finance assistance from the RDA and CITY to allow for the development to occur, and

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the PARTIES as follows:

I. PROPOSED PROJECT SCOPE AND DEVELOPER OBLIGATIONS. DEVELOPER proposes to construct on the Property a mixed use project consisting of commercial, retail, office, parking and residential space.

- A. DEVELOPER shall purchase the entire Property on or before December 1, 2016, for a total purchase price of \$3,100,000.00. DEVELOPER shall purchase a portion of the Property equal to or greater than \$350,000.00 by June 1, 2016. If DEVELOPER does not purchase a portion of the Property by June 1, 2016, or the entire Property on or before December 1, 2016, then this Agreement shall automatically terminate.
- B. DEVELOPER shall commence construction (the "Commencement Date") no later than December 31, 2016, with DEVELOPER taking such action as necessary and required to receive all municipal approvals from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.

- C. DEVELOPER shall complete construction (which shall be deemed achieved by the mutual agreement of the Parties) by December 31, 2021, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- D. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.
- E. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
- F. The PARTIES shall work cooperatively to develop and mutually approve the Preliminary Concept Plan, to be attached as Exhibit B. The RDA or the DEVELOPER may at any time propose modifications to the Preliminary Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.
- G. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.
- H. This Project is not for speculation or speculative purposes.

II. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. DEVELOPER may transfer the Property only upon the RDA's written consent. DEVELOPER may assign all rights and obligations under this agreement only to a controlled and affiliated company to own, manage and operate the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without the RDA's written consent. In the event a transfer occurs without RDA approval, the RDA/CITY may request or institute legal action for immediate repayment of all CITY financial assistance by DEVELOPER.
- B. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- C. DEVELOPER shall be prohibited from selling any portion of the Property to a non-profit or tax-exempt organization unless agreed to writing in by the RDA.
- E. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Project Site for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.

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- F. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Preliminary Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Preliminary Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Preliminary Concept Plans; provided, however, that the RDA shall approve such revised Preliminary Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Preliminary Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- G. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Preliminary Concept Plans for submission to the RDA. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Preliminary Concept Plans, such approval may not unreasonably be withheld. In the event the Development Budget and Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of the budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.
- H. DEVELOPER shall file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- I. During the period prior to construction pursuant to this Agreement, DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER shall file with the RDA quarterly progress reports during the course of construction.
- J. All documents shall be submitted in triplicate.
- K. The DEVELOPER agrees, as a covenant running with the Project Site (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Project Site or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.



### III. FINANCING.

- A. CITY shall provide \$100,000.00 of Tax Incremental Financing (TIF) per \$1,000,000.00 of guaranteed assessed value to fund project costs related to the Project.
- B. The Base Value of the Property shall be \$4,000,000.00.
- C. Project Costs may include property acquisition, parking lot improvements, or other lawful project costs deemed appropriate by the RDA. This amount along with all related bond costs such as capitalized interest, issuance fees, debt service reserve fund, etc., shall be known as the Project Grant.
- D. In order for this Project to occur, CITY shall contribute the Project Grant to DEVELOPER. DEVELOPER agrees to contribute the Project Grant to the capital of the DEVELOPER for investment in the Project. DEVELOPER guarantees that taxes paid will be no less than the taxes required for a \$100,000.00 Project Grant per \$1,000,000.00 of guaranteed assessed value and cover the principal amount necessary to fund the Project Grant and the interest rate of the RDA or CITY's bonds.
- E. CITY shall disburse the Project Grant to DEVELOPER on a monthly basis during the course of construction of the Project, in proportion to the construction financing for the Project, subject to CITY or RDA's review and approval of the invoices. The CITY's costs of funding the Project Grant shall be repaid through the Tax Increments generated by the Project, plus the Deficit Payments, if any. A Deficit Payment shall be defined as any shortfall between the annual tax increments generated by the Project and the CITY'S annual debt service payments incurred to fund the Project Grant. Tax Increments shall have the meaning ascribed to such term under Section 66.1105, Wis. Stats. It is anticipated that the Tax Increments from the Project will be sufficient to repay the CITY's debt service incurred to fund the Project Grant; however, the guarantee set forth in Paragraph G below (incorporating Exhibit C) shall be required and may apply to any Deficit Payment. Any Deficit Payment shall be paid to the City no later than January 15<sup>th</sup> of each year.
- F. **Personal Guarantee.** Any and all individual members of the DEVELOPER shall personally guarantee all of the CITY's debt service incurred for the Project Grant provided that all Tax Increments generated by the Project shall be credited against, and shall reduce the obligations under, such guarantee. The personal guarantee for each individual member of DEVELOPER is attached as Exhibit C and hereby incorporated by reference. The CITY's Debt Service is defined as the cost of borrowing TIF funding over a period up to twenty (20) years. DEVELOPER shall be invoiced for any Deficit Payment that exists in a calendar year and shall pay the Deficit Payment within thirty (30) days of receipt of the City's invoice. If DEVELOPER fails to pay for the Deficit Payment, then CITY may place the amount as a special charge against the property. DEVELOPER shall provide updated personal financial statements on an annual basis to allow the CITY/RDA to review in relation to this guarantee. Any guarantee under this section for a Deficit Payment shall expire at the end of the CITY's Debt Service or the termination of this Agreement.
- G. DEVELOPER represents and warrants that TIF supported funds shall be used to fund Project improvements such as, building foundations, underground parking, storm water management facilities, parking lot construction, entryway construction, and other activities as approved by the RDA. DEVELOPER shall be responsible for bond issuance costs, in addition to principal and interest, for TIF funds.
- H. DEVELOPER shall provide RDA with evidence of a funding gap, a detailed list of sources and uses of funds, and project budget including expected cash flows, to demonstrate the need for TIF assistance.

- I. All TIF funded improvements shall be completed by the time DEVELOPER is granted an occupancy permit.
- J. After DEVELOPER obtains a Certificate of Occupancy or occupancy permit, DEVELOPER shall be entitled to fifty percent (50%) of the property taxes levied on the property value increment in the form of a pay-as-you-go TIF until 2033.
- K. DEVELOPER shall provide RDA with a copy of any annual audited financial statement for the Project until the TIF debt has been satisfied in full.

IV. ENVIRONMENTAL.

- A. The RDA and/or CITY shall make available all known environmental reports and activity upon the Property. If site remediation is required, the CITY/RDA will work cooperatively with DEVELOPER to off-set any site clean-up costs, which is contingent upon CITY or RDA approval.
- B. Subsequent to the conveyance of the Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous substances as defined under Environmental Laws, whether on or off the Property, which occurred subsequent to the date of conveyance of the Property; and (b) arising from the breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

As used herein, the term "hazardous materials or substances" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "**Environmental Laws**"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 20 shall survive the conveyance to Developer of the RDA Property.

V. MUTUAL RIGHTS OF ACCESS.

- A. After purchasing the Property, the DEVELOPER shall permit representatives of the RDA and CITY to have reasonable access to the Property at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.
- B. NO CHARGE. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

VI. OTHER RIGHTS AND REMEDIES.

- A. TERMINATION AND REMEDIES. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the PARTIES; accordingly, the PARTIES shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the PARTIES may seek damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.

- B. The PARTIES shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.
- E. INSURANCE. Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.
- F. APPLICABLE LAW, SEVERABILITY, AND ENTIRE AGREEMENT. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the PARTIES with respect to its subject matter, there being no terms, conditions, warranties or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.
- G. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- H. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

- I. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.
- J. FORMALITIES AND AUTHORITY. The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- K. NOTICES AND DEMANDS. A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: DDL Holdings, LLC  
Attention: Paul B. Belschner  
300 North Broadway, Ste. 2B  
Green Bay, WI 54303

To RDA: Redevelopment Authority  
of the City of Green Bay  
Attention: Executive Director  
100 North Jefferson Street, Room 608  
Green Bay, WI 54301

To CITY: City of Green Bay  
Attention: City Clerk  
100 North Jefferson Street  
Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

- L. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest:

**Redevelopment Authority of the City of Green Bay**

\_\_\_\_\_  
Harry Maier, Chairman

\_\_\_\_\_  
Kevin J. Vonck, Executive Director

Attest:

**City of Green Bay**

\_\_\_\_\_  
James J. Schmitt, Mayor

\_\_\_\_\_  
Kris Teske, Clerk

Attest:

**DDL Holdings, LLC**

\_\_\_\_\_

## EXHIBIT C

### PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. **GUARANTEE.** For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to DEVELOPER, hereinafter "Debtor," the undersigned guarantees payment or promises to pay or to cause to be paid to Lender, when due, or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, all Deficit Payments due under the Development Agreement dated \_\_\_\_\_, 201\_\_ (the "Development Agreement"), including interest charges and fees provided for in the Development Agreement and any other agreement related to the Project Grant (as defined in the Development Agreement) and also including the amount of any Deficit Payments made by Debtor to Lender or other on behalf of the Debtor which are recovered from Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations). To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any Debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.

4. **TERM.** This guarantee for any Deficit Payment shall expire at the end of the life of the TID.

Dated at \_\_\_\_\_, Wisconsin, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_, subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
My commission expires \_\_\_\_\_

**REPORT OF THE  
TRAFFIC COMMISSION  
December 15, 2015**

The Traffic Commission having met Monday, December 7, 2015, considered all matters on its agenda and wishes to report and recommends the following:

1. To receive and place on file the request to establish a 4-WAY STOP condition on Hillside Lane and Bader Street.
2. To receive and place on file the request to flip the 2-WAY YIELD condition from Spence Street to Thorndale Street at the intersection.
3. To deny the request to establish a 4-WAY STOP condition on South Point Road at Parkwood Drive.
4. In the Spring of 2016, to stripe South Point Road with 1-10 foot travel lane, 1-5 foot bike, and 1-7 foot parking lane in each direction, from Cormier Road to Hazelwood Lane, with the goal of permanently reducing motorist speeds and attaining voluntary motorist speed compliance through the use of narrower lane widths.
5. To refer to staff for study the restriping of South Point Road from Hazelwood Lane to West Point Road.
6. For the Police Department to continue enforcing speeds on South Point Road near Parkwood Drive, and do so consistently, both before and after lane restriping, until the 85th percentile speeds are reduced to 30 mph or less.
7. To refer to the Improvement & Service Committee to order in sidewalks on one or both sides (west side if the one side option is selected) of South Point Road from Cormier Road to Hazelwood Lane.
8. To receive and place on file the documented speed study along West Point Road from South Point Road to Packerland Drive.
9. In the Spring of 2016, to stripe West Point Road with 1-10 foot travel lane, 1-5 foot bike, and 1-7 foot parking lane in each direction, from South Point Road to Packerland Drive, with the goal of permanently reducing motorist speeds and attaining voluntary motorist speed compliance through the use of narrower lane widths.
10. For the Police Department to continue enforcing speeds on West Point Road from South Point Road to Packerland Drive, and do so consistently, both before and after lane restriping, until the 85th percentile speeds are reduced to 30 mph or less.
11. To refer to staff for study the restriping of West Point Road from a point 600 feet east of Hillcrest Drive to South Point Road.
12. To remove the 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Henry Street from a point 200 feet south of Morrow Street to Brook Street, and adopt by ordinance.
13. To establish a 2-HOUR 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Henry Street from a point 280 feet south of Morrow Street to Brook Street, and adopt by ordinance.



## **REPORT OF THE FINANCE COMMITTEE DECEMBER 15, 2015**

The Finance Committee having met on Monday, December 7, 2015, considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the award to purchase Cisco Fire Wall Hardware and Fire Power Software to Camera Corner Connecting Point for \$48,995.
2. To approve the award to purchase a 2016 Type III Ambulance to Everest Emergency Vehicles for \$172,912.
3. To approve the purchase of a 2016 Fire Engine Pumper from Pierce Mfg. for \$584,265.
4. To approve the award of a 5 year contract for vehicle towing to Crosby Heavy Duty Wrecker Service at the estimated cost of \$45,500 (\$9,100 per year.)
5. To approve the request to transfer \$23,000 from contingency fund to Police and Fire Commission budget to cover additional costs incurred to hire 18 fire fighters, 12 police officers and police chief.
6. To recommend addressing, in conjunction with a regular or special session Common Council meeting, the request by Ald. Wery to begin discussions and take public input on how to utilize the approximately \$5.4 million dollars being rebated from excess stadium tax revenue when State passes the final bill.
7. To hold until next meeting for further information the request by Ald. Tim DeWane to review Green Bay Housing Authority's tax exempt status and its past history as a whole.

2015 Contingency Fund  
\$69,220

**REPORT OF THE  
IMPROVEMENT AND SERVICE COMMITTEE  
December 15, 2015**

The Improvement and Service Committee, having met on December 9, 2015 considered all matters on its agenda and wishes to report and recommend the following:

1. To approve the request by Mike Strainis, owner of Lucky 7's, 1313 S. Broadway, to renew the overnight parking exemption for employees' safety when they work until approximately 3:45 a.m. for 2016. The exemption will be reviewed on an annual basis.
2. To approve the request by T. Wall Enterprises to establish an agreement to rent up to 12 parking stalls in the Main Street Ramp for CityDeck Landing Building tenants.
3. To approve the request by Jane Walsingham, of Mednikow Inc., owner of the property located at 1589 Main Street, for a refund of overpaid storm water charges from December of 2010 to present, in the amount of \$1,391.58.
4. To refer to staff the request by Ald. Zima, on behalf of residents, that the City consider placing street lights in the 1000 block of St. Paul Street.
5. To refer to staff the request by Ald. Zima, on behalf of residents, that the City consider placing street lights in the 1200 block of Fourteenth Avenue.
6. To place on hold, until the first Improvement & Service Committee meeting in January 2016, the request by Ald. Zima, on behalf of the residents of Green Bay, that the Public Works Department make a comprehensive study of the storm water sewer system in Green Bay and further that the department provide for council consideration an estimate of the cost of updating our sewer system to resolve the ongoing water problems that continue to plague numerous neighborhoods.
7. To place on hold, until the first Improvement & Service Committee meeting in January 2016, the request by Ald. Zima that the City consider allowing any person with a junk pickers license permission to remove items from the household waste dump sites on both the east and west side, which would reduce the amount of household waste, which eventually ends up in the landfill at an increased cost to City taxpayers.
8. To receive and place on file the request by Ald. Tim DeWane to consider a re-use day, four times a year, where people can put items, such as windows, metal doors, cabinets, etc., out to the curb for pick up, and to request staff to work with Ald. DeWane to develop educational materials for alternatives for disposal of re-useable materials.
9. To approve the request by the Department of Public Works to enter into a two-party agreement with Ayres Associates, Inc., for design services associated with the reconstruction of North Webster Avenue, University Avenue to Radisson Street, in the amount of \$249,243.00.

10. To receive and place on file the request by Department of Public Works to replace four (4) automated collection truck arms with the manufacturer's updated/improved design, instead of rebuilding the existing/outdated arms.
11. To approve the 2016 Department of Public Works and Parking Division capital vehicle/equipment acquisition plan.
12. To approve the request by Department of Public Works to award a Professional Engineering Service Contract with AECOM for the Elizabeth Street Drainage Basin Hydraulic and Hydrology Analysis.
13. To approve the request by the Department of Public Works to award a Professional Engineering Service Contract to McMAHON Associates, Inc., for storm water design services for the proposed Superior Road Storm Water Facility.
14. To approve the 2016 Sanitary District Rates.
15. To approve the 2016 Storm Water Utility Rates as follows:  
  
Monthly charge = \$5.87/ERU;  
Yearly Charge = \$70.47/ERU.
16. To approve the request by Parking Division to replace all parking system PARCS equipment at one time to save money, instead of spreading the project over 3 to 4 years.
17. To approve the 2016 Parking Division rate structure as amended by increasing the fee for "Truck off truck route" from \$60 to \$100.
18. To approve the report of the Purchasing Manager:
  - A. To award a 2 Year Contract for Wastewater Monitoring to Badger Laboratories for \$280,260, with options for three 1-Year extensions by mutual agreement.
  - B. To award a 3 year contract for Security Services for the Parking Division to G4S Secure Solutions USA, Inc. for \$249,537, with options for two 1-Year extensions by mutual agreement.
  - C. To award the purchase of a Tire Changing Machine to Meyers Tire Supply for \$12,559.
  - D. To award the purchase of two 4WD Utility Tractors to EIS Equipment Inc. for \$90,408.
  - E. To award the purchase of Traffic Signal and Control equipment to the low responsive, responsible bidder(s), Tapco in the amount of \$41,629.92.
  - F. To award the purchase of Light Poles, Luminaires, and related equipment to the low responsive, responsible bidder(s), Neher Electric awarded Light Poles – item 1, in the amount of \$5,250, and Cicso Distributing awarded items 2-5 in the amount of \$9,940.

- G. To award the purchase of T8 LED Replacement Lamps to GreenTek Systems for \$23,079.
  - H. To award to purchase new Automated Lift Arms for 5 Recycling Trucks from Loadmaster for \$20,500.
19. To approve the application for a Concrete Sidewalk Builder's License by J & D Services.

56

## **REPORT OF THE PERSONNEL COMMITTEE**

### **December 15, 2015**

The Personnel Committee, having met on Monday, December 7, 2015 considered all matters on its agenda and reports and recommends the following:

1. To modify Personnel Policy, Chapter 25 - Crossing Guard Benefits, Section 25.6 Snow Day, to Unplanned School Cancellations/Inclement Weather and change the number of paid days off to two per school year.
2. To approve the reclassification of the Director of Parks, Recreation and Forestry position from pay grade 41 (\$71,882 - \$94,309) to pay grade 43 (\$87,518 - \$108,852) and place the incumbent at step 3 effective at the beginning of the pay period in which January 1, 2016 occurs.
3. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
  - a. Office Manager – Police Department
  - b. Clerk Typist III – Community Services Agency
  - c. Engineering Technician – Public Works
4. To approve out-of-state travel for Detective John Peters to attend the 2016 National Law Enforcement Training on Child Exploitation in Atlanta, GA April 19-22, 2016.
5. To hold until the next Personnel Committee meeting the request to reclassify the Assistant Fire Chief positions from pay grade 40 (\$71,060 - \$88,279) to pay grade 41 (\$75,882 - \$94,309) effective at the beginning of the pay period in which January 1, 2016 occurs for additional salary and benefit comparisons with surrounding cities and the revised job descriptions.
6. To approve the reclassification of the Director of Finance/Comptroller position from pay grade 42 (\$81,114 - \$100,848) to pay grade 43 (\$87,518 - \$108,852) and place the incumbent at step 3 effective at the beginning of the pay period in which January 1, 2016 occurs. 2-1 vote, Ald. Nicholson voted no.
7. To hold until the next Personnel Committee meeting the request to consider contracting with Carlson Dettman Consulting to conduct a classification and compensation study of all regular positions in the City, except for protective service positions and engineering positions previously studied. The cost of conducting the study is estimated to be \$59,500, plus mileage and travel expenses not to exceed \$3,000.
8. To receive and place on file the quarterly report on the number of speeding citations issued by the Green Bay Police Department.

9. To approve binding coverage with Affiliated FM for the City of Green Bay's property insurance including Lambeau Field for a cost savings of \$350,000.
10. To receive and place on file the report of routine personnel actions for regular employees.
11. To hold on scheduling the date for the next Personnel Committee meeting.
12. To receive and place on file the update on labor negotiations.

## **PROTECTION & WELFARE COMMITTEE REPORT**

### **December 15, 2015**

The Protection & Welfare Committee, having met on Tuesday, December 8, 2015, considered all matters on the agenda and wishes to report and recommend the following:

1. To approve the notice of the change of agent for Apple Hospitality Group, LLC at 2420 E. Mason Street.
2. To receive and place on file the request by Ald. Wery to review, with possible action, Oval Office's liquor and adult entertainment licenses due to potential illegal activity off-site on October 18, 2015. Ald. Steuer voted no.
3. To refer to staff the request by Ald. Wery and Ald. Nicholson for the City of Green Bay to create its own campaign finance ordinance.
4. To receive and place on file the request by Ald. Zima for a thorough review of the taxi cab ordinance and Uber license to eliminate any differences in the two licenses.
5. To refer to Finance to approve the purchase of two skunk traps.  
To refer to Personnel the issue of replacing damaged uniforms.
6. To deny the appeal by Michael L. Andrews to the denial of his Public Vehicle Operator License application. Ald. Scannell voted to approve.
7. To approve the request by Ald. Nicholson for council to draft a resolution restoring zoning control of cell towers.

**REPORT OF THE PROTECTION AND WELFARE COMMITTEE  
GRANTING OPERATOR LICENSES  
December 15, 2015**

The Protection and Welfare Committee wishes to request that the following applications for Operator Licenses be granted. Stipulations placed on licenses shall continue to be in effect.

**OPERATOR LICENSES**

Albers, Ronald P	Skenandore, Brittney L
Brennan, Aubrey A	Wallace, Adrienne E
Deswarte, Jennifer I	Watson, Melissa A
Dufour, Miranda S	White, Dakota A
Endter, Jeannette P	Willer, Nick O
Ferron, Christopher D	Williams, Jay A
Flanagan, Marvinna T	Wright, Colby D
Fonseca, Rebekka L	
Gonzalez, Jennifer R	
Hearden, Francesca P	
Hendrickson, Tiffany A	
Hinkens, Carissa A	
Jensen, Steven R	
Kervin, Elizabeth A	
Kittell, Christine A	
Loucks, Hanna M	
Mendolla, Shauna M	
Mesidor, Annaice M	
Mjelde, Donald J	
O'Donnell, Dennis N	
O'Donnell, Joanne H	
Oldenburg, Kenneth L	
Opolka, Scott M	
Petasek, Brett M	
Peters, Brenda L	
Petry, Mark A	
Ray, Benjamin L	
Renard, Nicholas M	
Rezachek, Taylor P	
Saunders, Christina M	
Shockley, Kaylan R	



RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Green Bay, Brown County, Wisconsin (the "City") to raise funds for public purposes, including for the purpose of resolving the City's obligations under a Guaranty, which Guaranty (a) was executed by the City in favor of M&I Marshall & Ilsley Bank, predecessor in interest to M&I New Markets Fund, LLC (the "Fund"), (b) secures the obligations of On Broadway, Inc. under its Promissory Note dated June 11, 2007, in the original amount of \$3,000,000, as previously amended, and as amended, restated, modified or renewed from time to time (the "Borrower Note"), and (c) was authorized by resolution of the Common Council of the City duly adopted by said governing body at a meeting held on May 1, 2007, by purchasing the Borrower Note (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to issue a taxable general obligation promissory note in the principal amount of the purchase price of the Borrower Note to pay the costs of the Project, and to sell the note to BMO Harris Bank N.A. (the "Purchaser").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Note; Definitions. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum equal to THREE MILLION EIGHTY SIX THOUSAND SIX HUNDRED SIXTY EIGHT AND 29/100 DOLLARS (\$3,086,668.29) from the Purchaser. To evidence the obligation of the City to pay said amount, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, a taxable general obligation promissory note in the principal amount of THREE MILLION EIGHTY SIX THOUSAND SIX HUNDRED SIXTY EIGHT AND 29/100 DOLLARS (\$3,086,668.29) (the "Note") in exchange for the principal amount thereof.

For purposes of this Resolution, the following terms shall have the following meanings:

"Borrower" means On Broadway, Inc.

"Buyer" means DDL Holdings, LLC.

"Collateral" means the Real Property (as defined in the Mortgage, other than the portion thereof previously released by the Fund) and all other property securing the Borrower Note.

"Contractual Net Proceeds" means, as to any portion of the Collateral, the purchase price of such portion of the Collateral determined in accordance with the terms of the Purchase Agreement, less all reasonable costs of sale allocable to Borrower in accordance with the terms of the Purchase Agreement, and all costs allocated to Borrower as customarily allocated to a seller in transactions such as the transaction identified in the Purchase Agreement, all determined without regard to any amendment to the Purchase Agreement if such amendment has not been approved in writing by the Purchaser.

"Mortgage" means the Mortgage executed by Borrower, dated June 11, 2007 and recorded June 11, 2007 with the Brown County Register's Office as Document No. 2317850, and assigned to the Fund, encumbering real property located in Green Bay, Wisconsin, as more particularly described therein.

"Net Proceeds" means, as to any portion of the Collateral, the proceeds of sale of such portion of the Collateral, less reasonable costs of sale as reasonably approved by Purchaser.

"Purchase Agreement" means the Commercial Offer to Purchase between Borrower and Buyer dated March 8, 2015, accepted March 9, 2015 and amended May 26, 2015, and as it may be further amended.

Section 2. Terms of the Note. The Note shall be designated "Taxable General Obligation Promissory Note"; shall be issued in the principal amount equal to \$3,086,668.29; shall be dated December 16, 2015; shall be in the denomination of \$100,000 or more; shall be issued as a single note; and shall bear interest at the rate of 4.47% per annum; provided that after a default, the Note shall bear interest at the rate of 6.47% per annum. Principal of and interest on the Note shall be payable in installments (a) in the amount of the Net Proceeds or Contractual Net Proceeds, as applicable, as specified in greater detail hereinafter, and (b) on December 15 and June 15 (each a "Payment Date") of each year, in the amount necessary to cause the aggregate payments made under the Note as of such Payment Date to equal the minimum aggregate amounts required to be paid as of such Payment Date as set forth on the attached Exhibit A, which payments shall be due and payable on each such Payment Date whether or not there are Net Proceeds available to make such payment.

In addition to any payment required on any Payment Date, the Note shall be subject to mandatory redemption, and the City shall pay the Note, as follows: (a) upon any sale by Borrower of any portion of the Collateral or any other release of any portion of the Collateral by the City, a payment equal to the amount of the Net Proceeds of sale or other release or transfer, but not less than the Contractual Net Proceeds, and (b) upon any sale of the Borrower Note or any interest therein by the City, a payment of all proceeds of such sale.

Interest shall be calculated on the actual number of days principal is outstanding on a 360 day basis. Payments shall be applied first to accrued interest, then to principal and then to the Purchaser's fees and costs.

Each of the following shall be a default under the Note: (a) any failure of the City to make any payment when due under the Note, (b) any failure of the City to comply with or to perform any other term or condition of the Note, (c) any material amendment of the Purchase

Agreement without the Purchaser's consent, (d) any material default under the Purchase Agreement, and (e) any termination of the Purchase Agreement for any reason.

Section 3. Optional Redemption Provisions. The Note shall be subject to redemption prior to maturity in whole or in part, and if in part, from installments or portions thereof selected by the City, at the option of the City, on any date, at a redemption price equal to the principal amount of the Note to be redeemed, plus accrued interest to the date of the redemption.

Section 4. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Note as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax, in an amount and at the times sufficient for that purpose, in the years 2015 through 2018, in such amounts as are necessary to provide for payment of principal and interest on the Note when due in the years 2016 through 2019.

(B) Tax Collection. So long as any part of the principal of or interest on the Note remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Note, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Note when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Note, dated December 16, 2015" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Note; (ii) any premium which may be received by the City above the par value of the Note and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting

principal of and interest on the Note when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Note when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and the Note canceled; provided (i) the funds to provide for each payment of principal of and interest on the Note prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Note may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Note as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Note has been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Note; Segregated Borrowed Money Fund; Approval of Purchase Agreement. The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Note. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Note has been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

The Purchase Agreement and Assignment of Loan Documents between M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, and the City, in substantially the form attached hereto as Exhibit C, is hereby approved. The Mayor and City Clerk are hereby authorized for and in the name of the City to execute and deliver such document in substantially the form attached hereto with such insertions or corrections as shall be approved by them consistent with the terms hereof, their execution thereof to constitute conclusive evidence of their approval of any such insertions or corrections.

Section 8. Execution of the Note; Closing; Professional Services. The Note shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Note may

be imprinted on the Note in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Note, at least one of the signatures appearing on the Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Note and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Note, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Note is hereby ratified and approved in all respects.

Section 9. Payment of the Note; Fiscal Agent. The principal of and interest on the Note shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Note. The City shall cause books for the registration and for the transfer of the Note to be kept by the Fiscal Agent. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

The Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Note of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Note necessary to effect any such transfer.

Section 11. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note in the Record Book.

Section 12. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded December 15, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

EXHIBIT A

Minimum Aggregate Payment Schedule

<u>PAYMENT DATE</u>	<u>MINIMUM AGGREGATE PAYMENTS</u>
June 15, 2016	\$333,446.77
December 15, 2016	\$688,490.25
June 15, 2017	\$1,045,889.66
December 15, 2017	\$1,405,257.62
June 15, 2018	\$1,766,911.00
December 15, 2018	\$2,130,603.44
June 15, 2019	\$2,496,510.79
December 15, 2019	remaining principal balance and all unpaid accrued interest (including unpaid fees)

EXHIBIT B

(Form of Note)



UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
BROWN COUNTY  
CITY OF GREEN BAY  
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE

DOLLARS  
\$3,086,668.29

ORIGINAL DATE OF ISSUE:  
December 16, 2015

INTEREST RATE:  
4.47%

REGISTERED OWNER: BMO HARRIS BANK N.A.

PRINCIPAL AMOUNT: THREE MILLION EIGHTY SIX THOUSAND SIX HUNDRED  
SIXTY EIGHT AND 29/100 DOLLARS (\$3,086,668.29)

FOR VALUE RECEIVED, the City of Green Bay, Brown County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Registered Owner identified above (or to registered assigns), the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity, (a) in the amount of the Net Proceeds (as defined hereinafter) or Contractual Net Proceeds (as defined hereinafter), as applicable, as specified in greater detail hereinafter, and (b) on December 15 and June 15 (each a "Payment Date") of each year, the amount necessary to cause the aggregate payments made under this Note as of such Payment Date to equal the minimum aggregate amounts required to be paid as of such Payment Date as set forth on the attached Schedule A, which payments shall be due and payable on each such Payment Date whether or not there are Net Proceeds (as defined hereinafter) available to make such payment.

For purposes of this Note, the following terms shall have the following meanings:

"Borrower" means On Broadway, Inc.

"Borrower Note" means the Promissory Note dated June 11, 2007 and executed by Borrower in favor of M&I Marshall & Ilsley Bank and assigned to the Fund in the original amount of \$3,000,000.00, as previously amended, and as amended, restated, modified or renewed from time to time.

"Buyer" means DDL Holdings, LLC.

"Collateral" means the Real Property (as defined in the Mortgage, other than the portion thereof previously released by the Fund) and all other property securing the Borrower Note.

"Contractual Net Proceeds" means, as to any portion of the Collateral, the purchase price of such portion of the Collateral determined in accordance with the terms of the Purchase Agreement, less all reasonable costs of sale allocable to Borrower in accordance with the terms of the Purchase Agreement, and all costs allocated to Borrower as customarily allocated to a seller in transactions such as the transaction identified in the Purchase Agreement, all determined without regard to any amendment to the Purchase Agreement if such amendment has not been approved in writing by the Registered Owner.

"Fund" means M&I New Markets Fund, LLC.

"Mortgage" means the Mortgage executed by Borrower, dated June 11, 2007 and recorded June 11, 2007 with the Brown County Register's Office as Document No. 2317850, and assigned to the Fund, encumbering real property located in Green Bay, Wisconsin, as more particularly described therein.

"Net Proceeds" means, as to any portion of the Collateral, the proceeds of sale of such portion of the Collateral, less reasonable costs of sale as reasonably approved by Registered Owner.

"Purchase Agreement" means the Commercial Offer to Purchase between Borrower and Buyer dated March 8, 2015, accepted March 9, 2015 and amended May 26, 2015, and as it may be further amended.

In addition to any payment required on any Payment Date, this Note shall be subject to mandatory redemption, and the City shall pay this Note, as follows: (a) upon any sale by Borrower of any portion of the Collateral or any other release of any portion of the Collateral by the City, a payment equal to the amount of the Net Proceeds of sale or other release or transfer, but not less than the Contractual Net Proceeds, and (b) upon any sale of the Borrower Note or any interest therein by the City, a payment of all proceeds of such sale.

Interest shall be calculated on the actual number of days principal is outstanding on a 360 day basis. Payments shall be applied first to accrued interest, then to principal and then to the Registered Owner's fees and costs. After default this Note shall bear interest at the rate of 6.47% per annum.

Each payment of principal of and interest on this Note is payable in lawful money of the United States by the City Clerk or City Treasurer (the "Fiscal Agent"), provided that payment may also be made by direct payment to Registered Owner of Net Proceeds upon sale of all or any portion of the Collateral. Payment of each installment of principal and interest (except the last) shall be made to the Registered Owner hereof who shall appear on the registration books of the City maintained by the Fiscal Agent and shall be paid by check or draft of the City mailed to such Registered Owner at its address as it appears on such registration books or at such other address as may be furnished in writing by such Registered Owner to the Fiscal Agent, provided that payment may also be made by direct payment to Registered Owner of Net Proceeds upon

sale of all or any portion of the Collateral. The last installment of principal and interest on this Note shall be payable only upon presentation and surrender of this Note at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including for the purpose of resolving the City's obligations under a Guaranty, which Guaranty (a) was executed by the City in favor of M&I Marshall & Ilsley Bank, predecessor in interest to the Fund, (b) secures the obligations of Borrower under the Borrower Note, and (c) was authorized by resolution of the Common Council of the City of Green Bay duly adopted by said governing body at a meeting held on May 1, 2007. This Note was authorized by resolution of the Common Council of the City of Green Bay duly adopted by said governing body at a meeting held on December 15, 2015. Said resolutions are recorded in the official minutes of the Common Council for said dates.

This Note is subject to redemption prior to maturity in whole or in part, and if in part, from installments or portions thereof selected by the City, at the option of the City, on any date, at a redemption price equal to the principal amount of this Note to be redeemed, plus accrued interest to the date of the redemption.

Each of the following shall be a default under this Note: (a) any failure of the City to make any payment when due under this Note, (b) any failure of the City to comply with or to perform any other term or condition of this Note, (c) any material amendment of the Purchase Agreement without the Registered Owner's consent, (d) any material default under the Purchase Agreement, and (e) any termination of the Purchase Agreement for any reason.

This Note is issued in registered form in the denomination of \$100,000 or more.

This Note is transferable by a written assignment duly executed by the Registered Owner hereof or by such Registered Owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any

limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

No delay or omission on the part of the Registered Owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Green Bay, Brown County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF GREEN BAY  
BROWN COUNTY, WISCONSIN

By: \_\_\_\_\_  
James J. Schmitt, Mayor

(SEAL)

By: \_\_\_\_\_  
Kris A. Teske, City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Registered Owner)

\_\_\_\_\_  
(Authorized Officer)

NOTICE: This signature must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Section 67.09, Wisconsin Statutes provides that the City Clerk of the City when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the City Clerk of the City should be notified and a copy of this Assignment should be sent to the City Clerk of the City for his or her records.

Schedule A

Minimum Aggregate Payment Schedule

<u>PAYMENT DATE</u>	<u>MINIMUM AGGREGATE PAYMENTS</u>
June 15, 2016	\$333,446.77
December 15, 2016	\$688,490.25
June 15, 2017	\$1,045,889.66
December 15, 2017	\$1,405,257.62
June 15, 2018	\$1,766,911.00
December 15, 2018	\$2,130,603.44
June 15, 2019	\$2,496,510.79
December 15, 2019	remaining principal balance and all unpaid accrued interest (including unpaid fees)

EXHIBIT C

(Form of Purchase Agreement and Assignment of Loan Documents)

PURCHASE AGREEMENT AND  
ASSIGNMENT OF LOAN DOCUMENTS

THIS PURCHASE AGREEMENT AND ASSIGNMENT OF LOAN DOCUMENTS (this "Agreement"), dated as of December 16, 2015, is between M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank (the "Assignor"), and the City of Green Bay, Wisconsin (the "Assignee").

RECITALS

A. Assignor is the holder of the indebtedness (the "Assigned Loan") evidenced by the promissory note described on the attached Exhibit A and executed by On Broadway, Inc., a Wisconsin limited liability company (the "Borrower"), as amended (the "Note"), and the other documents listed on the attached Exhibit A (together with the Note, the "Assigned Documents").

B. Assignor desires to assign, and Assignee desires to assume, the Assigned Loan and Assigned Documents.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby transfers, sells and assigns to Assignee all of Assignor's right, title and interest in and to (a) the Assigned Loan, (b) the Note, (c) the collateral securing the Note, and (d) the other Assigned Documents; excepting indemnification claims that survive payment in full of the Note. The assignment herein is deemed to be a present assignment, notwithstanding the subsequent delivery of any Assigned Documents by Assignor to Assignee. Provided that Assignor shall not be required to incur any expense (other than expense reimbursed by Assignee in a manner reasonably acceptable to Assignor), (i) Assignor agrees to, within a reasonable time, promptly execute separate assignment instruments, bills of sale or other instruments, upon the reasonable request of Assignee, to properly and completely document the transaction described in this Agreement, in a form reasonably acceptable to counsel for the parties, and (ii) Assignor agrees to cooperate with Assignee with respect to any collection efforts undertaken by Assignee with respect to the Assigned Loan, the Note, the collateral security securing such Note, and the other Assigned Documents, at the reasonable request of Assignee.

2. Purchase Price. The consideration for the assignment is \$3,086,668.29 paid to Assignor on the date hereof, receipt whereof is hereby acknowledged, which consideration is calculated as provided on the attached Exhibit B.

3. Closing Date. Closing shall occur on the date hereof. Upon receipt of the Purchase Price by Assignor, Assignor shall deliver to Assignee executed, notarized (except for those documents not providing for notarization) (a) copies (except that Assignor shall deliver the original Note) of the Assigned Documents, (b) an original Allonge to the Note in the form of the attached Exhibit C, (c) an original Assignment of Mortgage in the form of the attached Exhibit D, and (d) an original Assignment of Assignment of Rents in the form of the attached Exhibit E.



4. Effect of Delivery of Documents. Assignor shall deliver documents pursuant to Section 3 hereof, provided that, subject to Section 6 hereof, Assignor shall have no liability or responsibility to Assignee in connection therewith. Assignee shall be responsible for its due diligence with respect to perfection and priority of the liens and security interests granted under the Assigned Documents and the content of any public filings or recordings perfecting such liens and security interests.

5. Acceptance and Assumption. Assignee accepts the assignment made hereby and agrees to perform all obligations of Assignor under the Assigned Documents and all other obligations of Assignor with respect to the Assigned Loan. Assignee is responsible for any recording or filing necessary to evidence, secure, perfect or otherwise reflect Assignee's right, title and interest in and to the Assigned Loan and Assigned Documents.

6. Warranties and Representations of Assignor. The assignments hereunder are without recourse, warranty or representation; provided, however, that Assignor makes the following representations and warranties and agrees that Assignee may rely on such representations and warranties in connection with the transactions contemplated by this Agreement:

- a. Assignor is the sole legal and beneficial owner of the Assigned Documents free and clear of all liens, security interests or other claims, and Assignor has not made any previous assignment of the Assigned Documents or any interest therein.
- b. This Assignment has been duly authorized and executed by Assignor and transfers to Assignee all of Assignor's interests free and clear of any liens, security interests and other claims.

7. Warranties and Representations of Assignee. Assignee makes the following representations and warranties and agrees that Assignor may rely on such representations and warranties in connection with the transactions contemplated by this Agreement:

- (i) Assignee is not a person named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person being hereinafter referred to as a "Prohibited Person");
- (ii) Assignee is not acting directly or indirectly for or on behalf of any Prohibited Person; and
- (iii) to the best of Assignee's knowledge, Assignee has not conducted business or engaged in any transaction or dealing with any Prohibited Person in violation of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act") or any OFAC rule or regulation, including without

limitation the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person in violation of the Patriot Act or any OFAC rule or regulation.

8. Obligations of Assignor Limited. Assignor makes no warranties, representations or covenants except as are expressly stated herein. Without limitation of the foregoing, Assignor:

- a. Makes no warranty or representation regarding the Assigned Documents or their enforceability;
- b. Makes no warranty or representation regarding the Borrower or any guarantor or any of their credit worthiness or the collectability of the Note (and Assignee is relying on its own due diligence and its own credit judgment in entering into this Agreement);
- c. Makes no warranty or representation regarding the collateral for the Note, the value or condition of such collateral, the compliance of such collateral with any law or regulation, or the validity of any liens or security interest on any such collateral (and Assignee is relying on its own due diligence and its own credit judgment in entering into this Agreement); and
- d. Makes no warranty or representation regarding (a) title to the collateral for the Note, (b) the existence of any liens, charges or encumbrances on any such collateral, or (c) the relative priority of any lien securing the Note (and Assignee is relying on its own due diligence and its own credit judgment in entering into this Agreement).

9. Release. Assignee, for itself and on behalf of its successors and assigns, releases and waives any and all existing claims, counterclaims and causes of action against Assignor, its present and former directors, officers, agents, employees, shareholders, affiliates, attorneys, consultants, successors and assigns (collectively, including Assignor as assignor hereunder and as lender to the Borrower, the "Assignor Parties"), from any and all loss, cost, expense, damage, liability, claim, demand or cause of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, relating to this Agreement, the Assigned Loan, the Note, the collateral securing the Note or the other Assigned Documents which Assignee has had, now has or has made claim to have against any such party or by reason of any act, omission, matter, cause or thing whatsoever from the beginning of time to and including the date hereof, whether such claims, demands and causes of action are matured or unmatured or known or unknown, and whether arising under the Assigned Documents, in contract, tort, statute, any other legal theory, or otherwise, provided that Assignee does not release any claim, demand or cause of action arising from this Agreement. Without limitation, the Assignee hereby waives and releases any claim that, and agrees not to assert that, any Assignor Party at any time failed to fully perform any obligation of any Assignor Party or failed to act fairly and in good faith in all aspects of their relationship with the Borrower and Assignee.

10. Indemnity. By acceptance of this Assignment, the Assignee (and anyone claiming by, through or under the Assignee represents, warrants and agrees that it will make no claim of any kind or nature whatsoever against the Assignor Parties and that Assignee (and any person claiming by, through or under the Assignee) will indemnify and hold Assignor Parties harmless from and against any claim, counterclaim or cause of action of any person (a) arising from, or based upon, this Agreement or the within assignment, (b) arising under or relating to the performance or failure to perform by Assignee under the Assigned Documents or the enforcement or failure of enforcement of the Assigned Documents by Assignee, or (c) otherwise arising from or relating to the Assigned Documents, including the Note, or the Assigned Loan and arising after the date hereof.

11. Limited Damages. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other party for any consequential, special or punitive damages.

12. WAIVER OF JURY TRIAL. THE ASSIGNOR AND ASSIGNEE HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) WITH RESPECT TO ANY CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN ANY ONE OR MORE ASSIGNOR PARTIES AND ASSIGNEE OR OTHERWISE RELATING TO THIS AGREEMENT, THE ASSIGNED LOAN, THE NOTE, THE COLLATERAL SECURING THE NOTE OR THE OTHER ASSIGNED DOCUMENTS.

13. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Wisconsin.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

ASSIGNOR:

M&I NEW MARKETS FUND, LLC

By: \_\_\_\_\_  
D. Devon Osborn, Senior  
Vice President

ASSIGNEE:

CITY OF GREEN BAY, WISCONSIN

By: \_\_\_\_\_  
James J. Schmitt, Mayor

(SEAL)

By: \_\_\_\_\_  
Kris A. Teske, City Clerk

EXHIBIT A

ASSIGNED DOCUMENTS

1. Loan Agreement between On Broadway, Inc. and M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, dated June 11, 2007.
2. Promissory Note dated June 11, 2007 and executed by On Broadway, Inc. in favor of M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, in the principal amount of \$3,000,000.00.
3. Guaranty executed by the City of Green Bay in favor of M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, dated June, 2007.
4. Hazardous Substances Certificate and Indemnity Agreement between On Broadway, Inc. and M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, dated March 11, 2013.
5. Mortgage dated June 11, 2007 and executed by On Broadway, Inc. in favor of M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, recorded as Document No. 2317850.
6. Assignment of Rents dated June 11, 2007 and executed by On Broadway, Inc. in favor of M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, recorded as document no. 2317851.
7. Forbearance Agreement and Amendment to Loan Documents dated March 6, 2014 between On Broadway, Inc. and M&I Marshall & Ilsley Bank, for itself and on behalf of M&I New Markets Fund, LLC.
8. Stipulation Consenting to Shortened Redemption Period dated March 6, 2014 between On Broadway, Inc. and BMO Harris Bank N.A, for itself and on behalf of M&I New Markets Fund, LLC.
9. Second Forbearance Agreement and Amendment to Loan Documents dated June 15, 2015 among On Broadway, Inc., BMO Harris Bank N.A. and M&I New Markets Fund, LLC.
10. Consent and Ratification Agreement dated June 15, 2015 between the City of Green Bay and BMO Harris Bank N.A, for itself and on behalf of M&I New Markets Fund, LLC.

EXHIBIT B

PURCHASE PRICE

[To be adjusted at closing to reflect actual attorneys fees and to credit  
payments made after December 1, 2015 and prior to closing]

Purchase Price as of December 16, 2015:

Principal	\$3,000,000.00
Accrued Interest	\$56,668.29
Attorneys Fees (Estimate)	\$30,000.00*
Total Purchase Price	\$3,086,668.29

\*Excess to be refunded to the City of Green Bay within 150 days.

EXHIBIT C

ALLONGE

THIS ALLONGE is affixed to and made a part of that certain Note dated June 11, 2007 executed by On Broadway, Inc. in favor of M&I New Markets Fund, LLC, successor in interest to M&I Marshall & Ilsley Bank, in the original principal amount of \$3,000,000.00, as amended.

PAY TO THE ORDER OF THE CITY OF GREEN BAY, WISCONSIN ("ASSIGNEE"), WITHOUT RECOURSE, REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN PURCHASE AGREEMENT AND ASSIGNMENT OF LOAN DOCUMENTS, DATED THE DATE HEREOF, BETWEEN M&I NEW MARKETS FUND, LLC, SUCCESSOR IN INTEREST TO M&I MARSHALL & ILSLEY BANK, AND ASSIGNEE.

Dated December 16, 2015

M&I NEW MARKETS FUND, LLC

By: \_\_\_\_\_

EXHIBIT D  
ASSIGNMENT OF MORTGAGE



ASSIGNMENT OF MORTGAGE

The undersigned certifies that it is the present owner of the Mortgage dated as of June 11, 2007 and executed by On Broadway, Inc., a Wisconsin non-stock corporation, to M&I Marshall & Ilsley Bank, recorded in the office of the Register of Deeds for Brown County, Wisconsin, on June 11, 2007 as Document No. 2317850 (the "Mortgage"), and has the right to assign the same, and hereby assigns the above-described Mortgage to the City of Green Bay, Wisconsin. The property encumbered by the Mortgage is described on Exhibit A attached hereto and made a part hereof.

Dated this 16th day of December, 2015.

**M&I NEW MARKETS FUND, LLC**

By: \_\_\_\_\_  
D. Devon Osborn, Senior Vice  
President

STATE OF WISCONSIN            )  
  ) ss.  
COUNTY OF BROWN            )

Personally came before me this \_\_\_\_ day of December, 2015, the above-named D. Devon Osborn as Senior Vice President of M&I New Markets Fund, LLC, who is personally known to me to be the person who executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in his/her duly authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Exhibit A

EXHIBIT E  
ASSIGNMENT OF ASSIGNMENT OF RENTS

ASSIGNMENT OF ASSIGNMENT OF RENTS

The undersigned certifies that it is the present owner of the Assignment of Rents dated as of June 11, 2007 and executed by On Broadway, Inc., a Wisconsin non-stock corporation, to M&I Marshall & Ilsley Bank, recorded in the office of the Register of Deeds for Brown County, Wisconsin, on June 11, 2007 as Document No. 2317851 (the "Assignment"), and has the right to assign the same, and hereby assigns the above-described Assignment to the City of Green Bay, Brown County, Wisconsin. The property encumbered by the Assignment is described on Exhibit A attached hereto and made a part hereof.

Dated this 16th day of December, 2015.

M&I NEW MARKETS FUND, LLC

By: \_\_\_\_\_  
D. Devon Osborn, Senior Vice  
President

STATE OF WISCONSIN           )  
  ) ss.  
COUNTY OF BROWN         )

Personally came before me this \_\_\_\_\_ day of December, 2015, the above named D. Devon Osborn as Senior Vice President of M&I New Markets Fund, LLC., who is personally known to me to be the person who executed the same as the free and voluntary act of such party for the uses and purposes mentioned in the instrument in his/her duly authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hands and official seal.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Exhibit A

## CLOSING CERTIFICATE

The undersigned hereby certify that we are the duly qualified and acting Mayor and City Clerk of the City of Green Bay, Brown County, Wisconsin (the "City"), and further certify the following:

### 1. Organization.

1.1 Now and at all times mentioned in this Certificate, the City was duly organized, validly existing and operating under and by virtue of the laws of the State of Wisconsin.

1.2 The City is a city of the second class governed under the General Charter Law for cities as provided in Chapter 62, Wisconsin Statutes. The City is governed by a Common Council composed of twelve members.

1.3 The duly qualified and acting officers and administrators of the City pertinent to this transaction are as follows:

#### Officers and Administrators

James J. Schmitt, Mayor  
Kris A. Teske, City Clerk  
Diana Ellenbecker, Treasurer

Said officers and administrators were each duly qualified and acting at all times material to the authorization, issuance, sale and delivery of the \$3,086,668.29 Taxable General Obligation Promissory Note, dated December 16, 2015 (the "Note").

1.4 There are no resolutions in effect which require any officers of the City, other than the Mayor and City Clerk, to execute the Note or documents evidencing indebtedness of the City.

### 2. Record Book.

2.1 In accordance with Section 67.05(12), Wisconsin Statutes, the City Clerk has provided and kept a separate record book in which the City Clerk has recorded a full and correct statement of every step or proceeding had or taken by the City in the course of issuing the Note referred to in this Certificate.

### 3. Authorization: Open Meeting Law Compliance.

3.1 The resolution listed below was duly adopted by the Common Council of the City at an open, lawful public meeting of the Common Council called, noticed, held and conducted in the manner established by the Common Council and required by pertinent Wisconsin Statutes.

3.2 The resolution listed below was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting by (i) posting notice of the meeting; (ii) providing notice to those news media which have filed a written request for notice of meetings; and (iii) providing notice to the official newspaper of the City or, if none exists, a news medium likely to give notice in the area.

3.3 At an open, lawful public meeting of the Common Council held on December 15, 2015, at which a quorum of the members of the Common Council was present in person, a resolution entitled: "Resolution Authorizing the Issuance and Sale of Taxable General Obligation Promissory Note" was duly adopted by the Common Council.

3.4 The aforesaid resolution has been duly recorded in the minutes of the proceedings of said meeting, has not been amended or revoked, and in all other respects is in full force and effect on the date of this Certificate.

4. Equalized Value; Indebtedness.

4.1 The full value of all the taxable property located within the City, as determined by the State of Wisconsin Department of Revenue as the equalized valuation of such property, is \$6,009,465,500 as verified by the Certificate of Equalized Value attached hereto as Exhibit A.

4.2 The total outstanding general obligation indebtedness of the City, howsoever evidenced or incurred, including the issuance of the Note, aggregates not more than \$\_\_\_\_\_.

5. No Litigation, Repeal, Revocation or Rescission or Charter Ordinance.

5.1 No controversy or litigation of any nature is now pending or threatened restraining or enjoining the issuance, execution or delivery of the Note; challenging the levy and collection of taxes or appropriations to pay the principal of and interest thereon; or in any manner questioning the proceedings and authority by which the same have been issued or affecting the validity of the same.

5.2 No authority or proceedings for the issuance of the Note has been repealed, revoked or rescinded.

5.3 No litigation is now pending or threatened with respect to the corporate existence, organization, or boundaries of the City, or the right or title of any officer of the City to his or her respective office. No proceedings are now pending with respect to a change in the form of government of the City or the detachment of territories therefrom.

5.4 No charter ordinance under Section 66.0101, Wisconsin Statutes or direct legislation under Section 9.20, Wisconsin Statutes restricting borrowing by the City has been adopted by the Common Council or electors of the City and no proceedings for such purposes are now pending.

6. Execution of the Note.

6.1 As Mayor and City Clerk we did officially execute and seal the Note in the aggregate principal amount of \$3,086,668.29 and bearing interest as designated thereon.

6.2 The manual or facsimile signatures of the Mayor and City Clerk as shown on the Note are hereby acknowledged, approved and adopted as our own. The seal as shown on the Note is a printed facsimile or an actual impression of the official or corporate seal of the City.

7. Delivery; Receipt.

7.1 The City has delivered the Note to the BMO Harris Bank N.A. (the "Purchaser").

7.2 The City has received the agreed purchase price for the Note in the amount of \$3,086,668.29.

7.3 The Purchaser has complied in all respects with its contract for the purchase of the Note.

IN WITNESS WHEREOF, we have executed this Certificate in our official capacities effective the 16th day of December, 2015.

\_\_\_\_\_  
James J. Schmitt  
Mayor

\_\_\_\_\_  
Kris A. Teske  
City Clerk

CERTIFICATE OF TREASURER

The undersigned Treasurer of the City above named hereby certifies that the statements concerning equalized value and outstanding indebtedness of the City contained in the foregoing Certificate are true and complete, and further certifies that the City has received the purchase price for the Note in the amount of \$3,086,668.29.

IN WITNESS WHEREOF, I have executed this Certificate in my official capacity effective as of the above-specified date.

\_\_\_\_\_  
Diana Ellenbecker  
Treasurer

(SEAL)



**RESOLUTION AUTHORIZING  
TRANSFER OF FUNDS**

**December 15, 2015**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of December 7, 2015, the following transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	101099-59001 Contingency	\$23,000
To:	101002-53001 Police and Fire Commission	\$23,000

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

jwf

**FINAL PAYMENTS RESOLUTION**  
**December 15, 2015**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

**1. PAVEMENT 2-15**

**Vinton Construction Company**

TOTAL AMOUNT EARNED:	\$ 241,518.43
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 241,518.43</u>
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 234,675.60</u>
AMOUNT DUE THIS ESTIMATE:	<u>\$ 6,842.83</u>

**ACCOUNT NUMBERS**

**401500E-55305-61075: \$6,842.83**

**PO #1500174**

**2. PARKS PROJECT 2-15**

**Eland Electric Corporation**

TOTAL AMOUNT EARNED:	\$ 72,200.00
LESS AMOUNT RETAINED:	\$ 0.00
	<u>\$ 72,200.00</u>
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 70,395.00</u>
AMOUNT DUE THIS ESTIMATE:	<u>\$ 1,805.00</u>

**ACCOUNT NUMBERS**

**214r809-55101: \$1,805.00**

**PO #1500194**

Adopted \_\_\_\_\_, 2015

Approved \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

slf

**RESOLUTION AUTHORIZING  
RELEASE OF A SANITARY SEWER EASEMENT  
LOCATED AT 1940 MAIN STREET  
(ED 15-03)**

**December 15, 2015**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the Mayor is hereby authorized to release the City's rights to sanitary sewer easement located at 1940 Main Street as depicted on the attached map, subject to relocation of AT&T's existing facilities, if required, is compensable.

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

bc

Attachment – Map

DESCRIPTION OF EASEMENT DISCONTINUANCE AT 1940 MAIN STREET  
(ED 15-03)

That part of Lot 8 of the Astor's Subdivision of Private Claims 3, 4, 5, 6 and 7, East Side of the East River, City of Green Bay, Brown County, Wisconsin described in Brown County Document Number 209063 as Recorded in Volume 20, Miscellaneous Records, Page 503, and Brown County Document Number 209068 as Recorded in Volume 20, Miscellaneous Records, Page 506.

Subject to the following condition:

1. Relocation of AT&T's existing facilities, if required, is compensable.

<u>Parcel Affected</u>	<u>Owners Name and Mailing Address</u>
21-1319-2	TYJAZZ NO 4, LLC C/O Apple Hospitality GR 2120 Pewaukee Road – Suite 200 Waukesha, WI 53188



# RESOLUTION SUPPORTING WISCONSIN SENATE BILL 340

December 15, 2015

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, 2015 Senate Bill 340, introduced by Wisconsin State Senators Robert Cowles, Jerry Petrowski, Luther Olsen, and Tim Carpenter, is an act relating to recycling grants for local governments and making an appropriation; and

WHEREAS, 2015 Senate Bill 340 increases the appropriation to the Department of Natural Resources for providing grants to responsible units of local government for certain eligible recycling expenses by \$2,300,000 for the fiscal year of 2015-2016; and

WHEREAS, the Common Council encourages its residents to recycle because recycling benefits the community and the environment by conserving energy, preserving natural resources, and reducing waste and pollution; and

WHEREAS, the Common Council supports 2015 Senate Bill 340 because it is in the best interest of the residents to receive state funds to be used towards the City of Green Bay's recycling related expenses; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council hereby supports 2015 Senate Bill 340 to allow state grants for local municipalities to be used for recycling related expenses.

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

jwf

**RESOLUTION AMENDING THE  
CONDITIONAL-USE PERMIT  
AUTHORIZED AT 421 ERIE ROAD  
(ZP 15-25)**

**December 15, 2015**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 15-25 and the recommendation of the Plan Commission on December 7, 2015, the City of Green Bay does authorize amendment of the conditional-use permit approved on October 20, 2015, to allow for an additional 15 memory care units to the rear of the building in a single-story addition located on the following described property at 421 Erie Road:

All of Lot 1 of Volume 38, Certified Survey Maps, page 105 (Doc #1658646-Map #5801) and part of vacated Greenbrier Road, recorded in Doc #2265207 and Doc #2267991, Brown County Records, being part of the Southwest ¼ of the Southeast ¼, Section 10, T23N-R21E, City of Green Bay, Brown County, Wisconsin [Tax Parcel Numbers: 21-10 and 21-16-1-5 (new lot has received preliminary approval for a 1-lot CSM, addressed 421 Erie Road)]

Said amendment to the conditional-use permit shall be granted subject to the following conditions:

1. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional-use permit, including standard site plan and building plan review and approval.
2. Expansion of community living arrangement or assisted living uses will require an amendment to this conditional-use permit.

Adopted \_\_\_\_\_

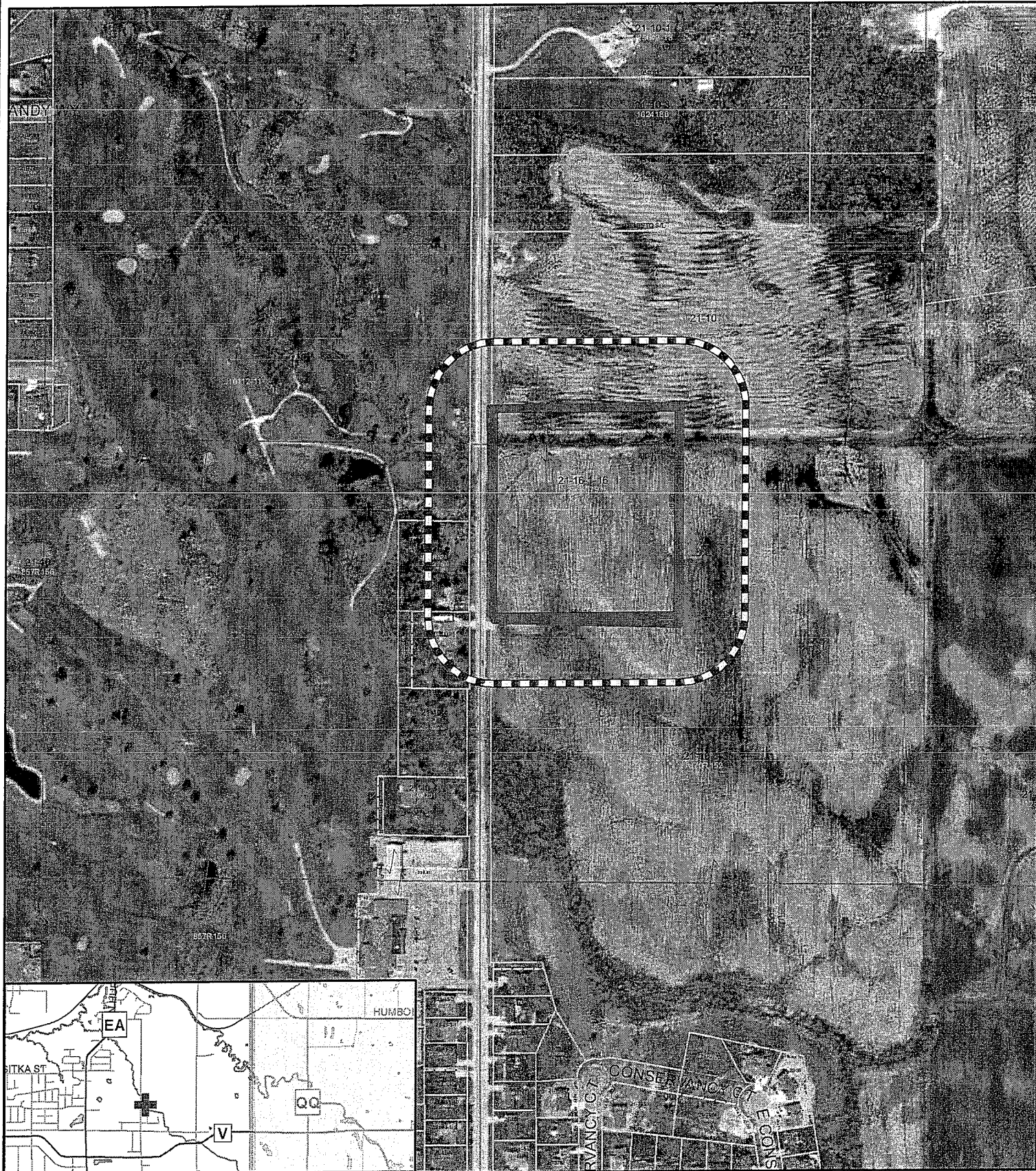
Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

bc


Attachment – Map




## Zoning Petition (ZP 15-25) Amend CUP at 421 Erie Road

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.  
Map prepared by City of Green Bay Planning Department.  
SJH November 2015

0 100 200  
Feet

 Subject Area

 200' Notice Area



184



**RESOLUTION REGARDING VACATION OF PORTION OF  
UNIMPROVED RIGHT-OF-WAY AT 1940 MAIN STREET  
(SV 15-03)**

December 15, 2015

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of a portion of unimproved right-of-way at 1940 Main Street, as depicted on the attached map; and

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance subject to the following conditions:

1. An easement over the entire area for the City of Green Bay for an existing sewer line shall be retained.
2. The Green Bay Water Utility shall retain the right to move its existing sewer line curb boxes out of this right-of-way area.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that a portion of unimproved right-of-way at 1940 Main Street be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on February 2, 2016, at 7:00 P.M. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the street sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

Adopted \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

bc

Attachments (legal description and map)

DESCRIPTION OF STREET VACATION AT 1940 MAIN STREET  
(SV 15-03)

That part of Lots 8 and 9, Astor's Subdivision of Private Claim 3-7, East Side of the Fox River, City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Lot 8;

thence N26°-02'-28"E, 346.36 feet along the East line of Lot 8, to the southwesterly right-of-way line of Main Street and the point of beginning;

thence N31°-10'-20"W, 275.12 feet, along said southwesterly right-of-way line of Main Street;

thence N58°49'40"E, 27.00 feet;

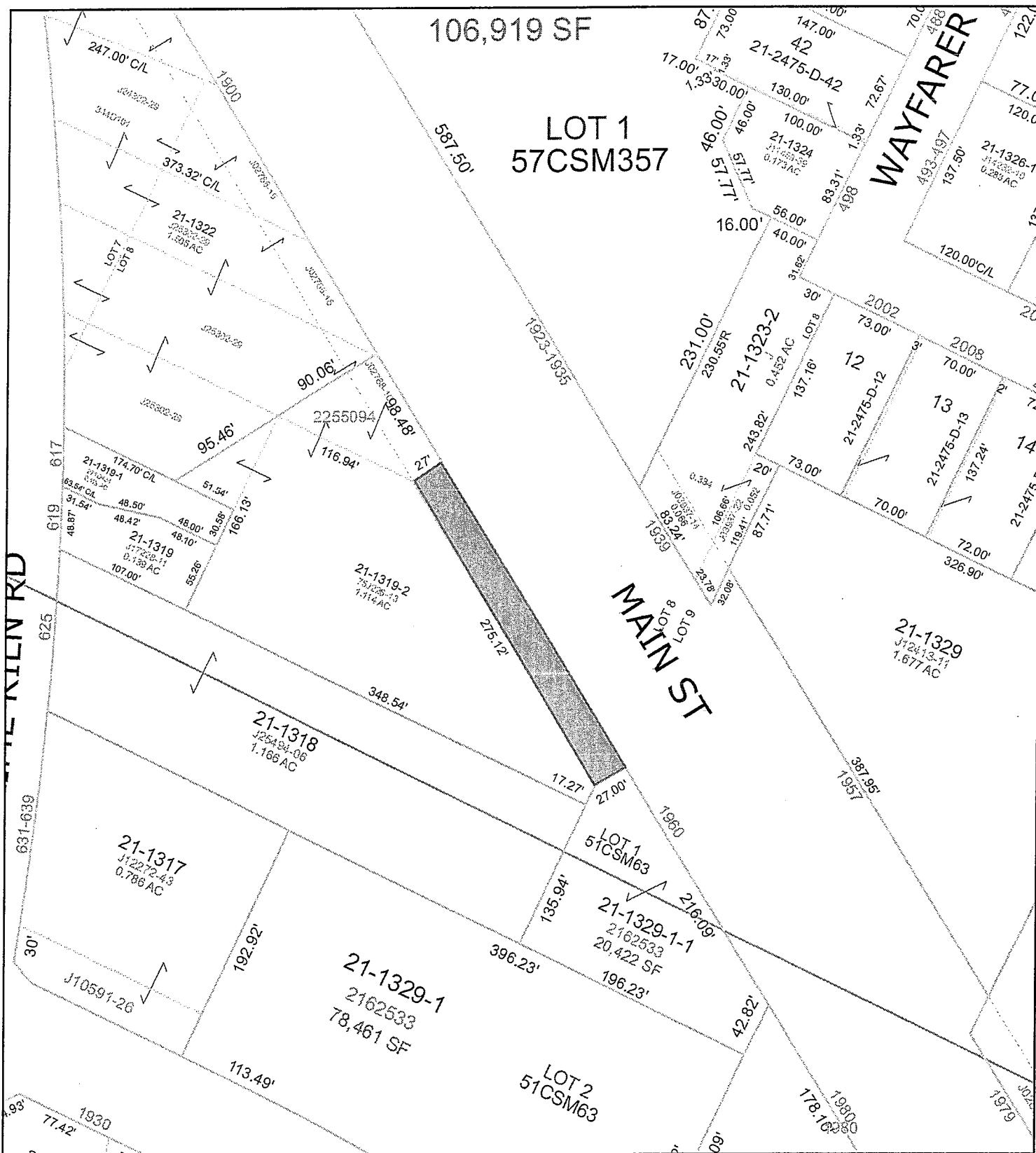
thence S31°-10'-20"E, 275.12 feet;

thence S58°49'40"W, 27.00 feet, to the point of beginning.

Subject to the following conditions:

1. An easement over the entire area for the City of Green Bay for an existing sewer line shall be retained.
2. The Green Bay Water Utility shall retain the right to move its existing water utility curb boxes out of this right-of-way area.

<u>Parcel Affected</u>	<u>Owners Name and Mailing Address</u>
21-1319-2	TYJAZZ NO 4, LLC C/O Apple Hospitality GR 2120 Pewaukee Road – Suite 200 Waukesha, WI 53188



Proposed Vacation



## Street Vacation Request (SV 15-03)

Request to vacate a portion of unimproved right-of-way at 1940 Main Street

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Planning Department. SJH November 2015

0 60 120 240 360 480 Feet

14c

**RESOLUTION ACCEPTING STREETS FOR CONCRETE PAVEMENT,  
ASPHALT PAVEMENT OR ASPHALT RESURFACING  
December 15, 2015**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the Director of Public Works has reported on and recommends the acceptance of the following streets for concrete pavement, asphalt pavement or asphalt resurfacing.

**PAVEMENT 1-15**

**S. MAPLE AVENUE – Walnut Street to Howard  
Street  
S. OAKLAND AVENUE – Shawano Avenue to  
Howard Street**

**PAVEMENT 3-15**

**MARSHALL AVENUE – Mather Street to Desnoyers Street**

NOW, THEREFORE, BE IT RESOLVED, that the above streets be and are hereby accepted and that the City Clerk be and is hereby instructed to issue statements against the abutting property in accordance with the final resolutions and the final assessments on file.

Adopted \_\_\_\_\_, 2015

Approved \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

jld

GENERAL ORDINANCE NO. 20-15

AN ORDINANCE  
AMENDING SECTION 1.90(8)(b),  
GREEN BAY MUNICIPAL CODE,  
RELATING TO THE JURISDICTION  
OF THE ETHICS BOARD

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 1.90(8)(b), Green Bay Municipal Code, is hereby amended to read:

1.90 CODE OF ETHICS.

(8) ETHICS BOARD.

(b) The jurisdiction of the Ethics Board is limited to acting within the scope of subs. (8)(d) and (9) of this code and conducting hearings regarding complaints filed in conformance with the Code of Conduct for Elected Officials as adopted by the Common Council and as amended from time to time.

**SECTION 2.** All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 3.** This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

JLM:bc

10/06/15

**GENERAL ORDINANCE NO. 26-15**

**AN ORDINANCE  
AMENDING SECTION 29.208,  
GREEN BAY MUNICIPAL CODE,  
RELATING TO PARKING REGULATIONS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS  
FOLLOWS:

**SECTION 1.** Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following TWO-HOUR PARKING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

NEWBERRY AVENUE, both sides, from Reimer Street to  
Huth Street

**SECTION 2.** Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following TWO-HOUR PARKING 7:00 AM – 4:00 PM SCHOOL DAYS zone:

NEWBERRY AVENUE, north side, from a point 150 feet  
west of Huth Street to Huth Street

**SECTION 3.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 4.** This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

12/15/15

GENERAL ORDINANCE NO. 27-15

AN ORDINANCE  
AMENDING SECTION 13-519(g),  
GREEN BAY MUNICIPAL CODE,  
RELATING TO PARKING OF  
RECREATIONAL VEHICLES

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS  
FOLLOWS:

**SECTION 1.** Section 13-519(g), Green Bay Municipal Code, is hereby amended  
as follows:

(g) Recreational vehicles must be operational and owned by and  
registered to the owner or the legal tenant of the property and must bear  
current license registrations as possible.

**SECTION 2.** All ordinances, or parts of ordinances, in conflict herewith are  
hereby repealed.

**SECTION 3.** This ordinance shall take effect on and after its passage and  
publication.

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

jwf

12/15/15



**ZONING ORDINANCE NO. 12-15**

**AN ORDINANCE  
REZONING PORTIONS OF  
1905 AND 1911 MAIN STREET  
FROM GENERAL COMMERCIAL (C1) DISTRICT  
TO HIGHWAY COMMERCIAL (C2) DISTRICT  
(ZP 15-26)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from General Commercial (C1) District to Highway Commercial (C2) District:

Lot 1 and Lot 2 of a proposed Certified Survey Map being all of Lot 1 of Certified Survey Map Number 8266 as recorded in Volume 57 of Certified Survey maps on Page 357 as document number 2602736, east side of Fox River, City of Green Bay, Brown County, Wisconsin (Part of Tax Parcel No. 21-1323-1)

**SECTION 2.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 3.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

bc

12/15/15

Attachment – Map

i:\legislative\council 2015\12152015\law\zo 12-15 - rezoning portions of 1905 and 1911 main street.docx

24

21-1325  
2294434  
316,597 SF

LOT 3

21-1325-3  
2294434  
106,391 SF

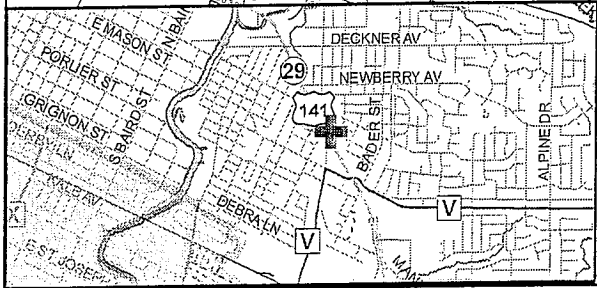
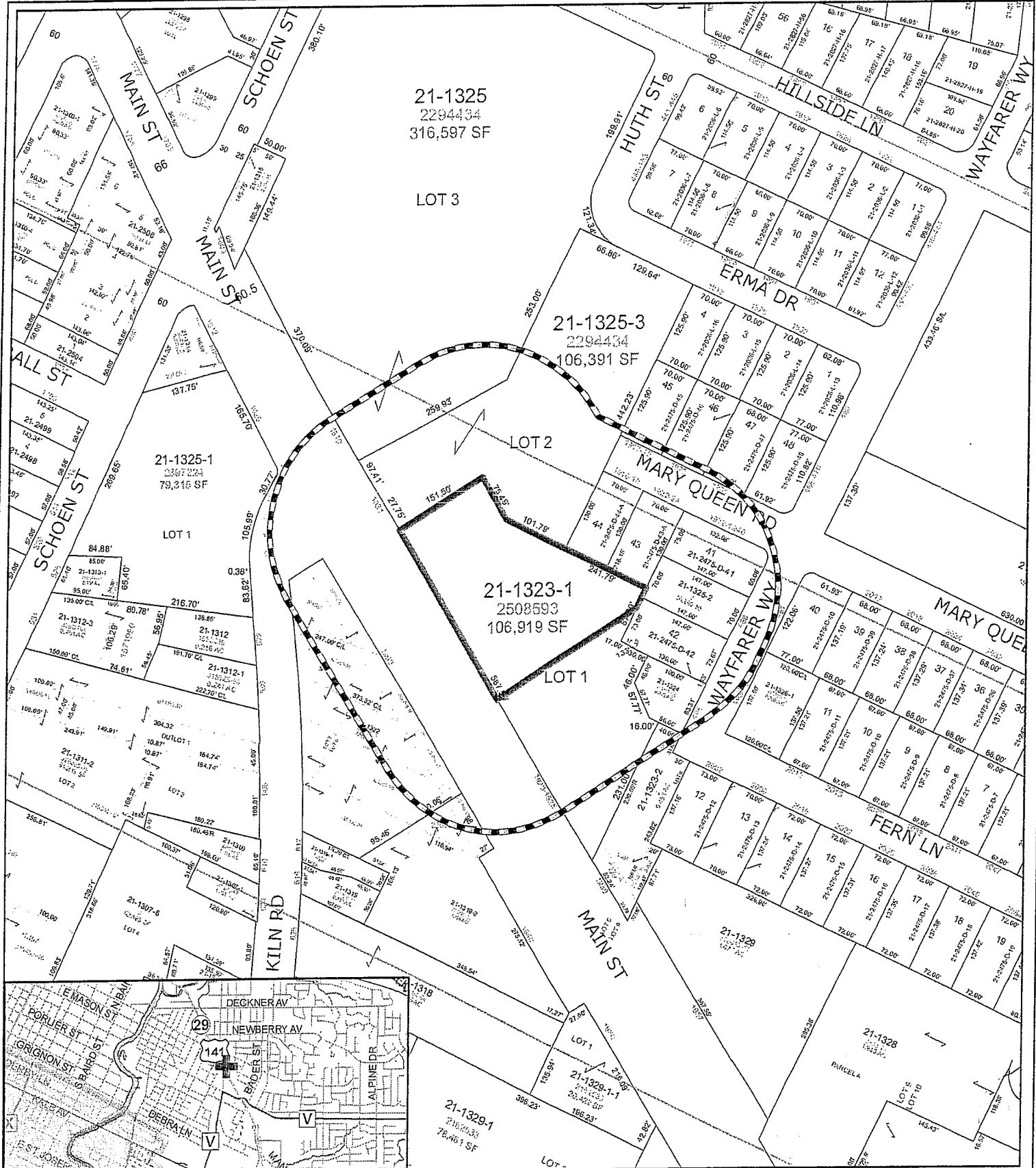
LOT 2

21-1323-1  
2508593  
106,919 SF

LOT 1

21-1325-1  
2367224  
79,316 SF

LOT 1



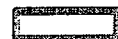
### Zoning Petition (ZP 15-26)

A request to rezone the future lots proposed at 1905 & 1911 Main Street  
from General Commercial (C1) to Highway Commercial (C2)

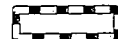
This is a compilation of records and data located in various  
City of Green Bay offices and is to be used for reference  
purposes only. City of Green Bay is not responsible for any  
inaccuracies or unauthorized use of the information  
contained within. No warranties are implied.  
Map prepared by City of Green Bay Planning Department.  
P.R. November 2015. \Planning\CityZPMaps\2015\ZP15-26



0 100 200  
Feet



Subject Area



200' Notice Area

244

**ZONING ORDINANCE NO. 13-15**

**AN ORDINANCE  
AMENDING ZONING ORDINANCE NO. 1-91 TO  
CHANGE THE LAND USE DESIGNATION FOR PROPERTY  
LOCATED IN THE 3450 BLOCK OF EAST MASON STREET  
FROM EXCLUSIVE OFFICE-ENTERTAINMENT  
TO LIGHT MANUFACTURING  
(ZP 15-24)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Zoning Ordinance No. 1-91, adopted February 18, 1991, is hereby amended to change the land use designation for the following described property in the 3450 block of East Mason Street from Exclusive Office – Entertainment to Light Manufacturing:

PART OF SE1/4 NE1/4 SEC 11 T23N R21E DESC IN 956 R 360 EX STS  
& EX 1824683 (Tax Parcel Number 21-171-2)

**SECTION 2.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 3.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

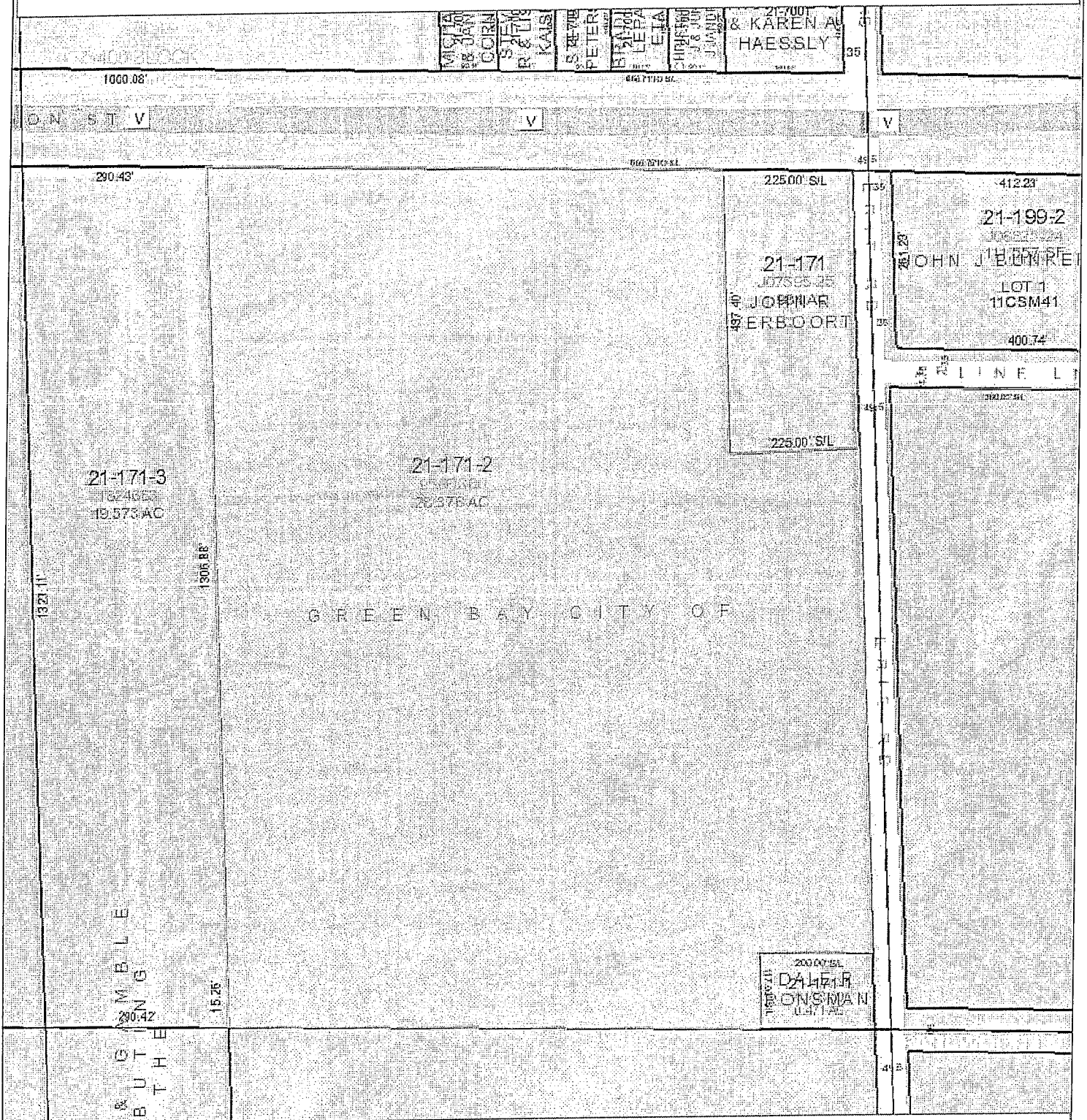
\_\_\_\_\_  
Clerk

bc

12/15/15

Attachment - Map

<Title>



Map provided by the Brown County Planning & Land Services Department - Land Information Office (LIO)

A map key (legend) and other information about this map is available at: [maps.gis.co.brown.wi.us](http://maps.gis.co.brown.wi.us)

This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.

12/10/2015  
Scale 1:2400

GENERAL ORDINANCE NO. 23-15

AN ORDINANCE  
AMENDING SECTION 9.21,  
GREEN BAY MUNICIPAL CODE,  
RIGHT-OF-WAY EXCAVATION AND OCCUPANCY

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 9.21(2)(a), Green Bay Municipal Code, is amended as follows:

(2) EXCAVATION PERMIT.

(a) Permit Required. No cut, excavation, or service connection shall be made in any right-of-way unless a permit therefore is obtained from the Director. The provisions of this section shall not apply to the construction or replacement of public sidewalks.

**SECTION 2.** Section 9.21(7), Green Bay Municipal Code, is created as follows:

(7) The provisions of this section shall also apply to recorded easements held by the City whenever and wherever the term "right-of-way" is used herein.

**SECTION 3.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 4.** This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

SG:bc

12/01/15

go 23-15 - amend 9.21 row excavation and occupancy

26.

GENERAL ORDINANCE NO. 24-15

AN ORDINANCE  
DELETING SECTION 15.66,  
GREEN BAY MUNICIPAL CODE,  
MOVING OF BUILDINGS,  
AND REPLACING IT AS SECTION 9.265,  
GREEN BAY MUNICIPAL CODE,  
TRANSPORT OF LOADS EXCEEDING  
STATUTORY SIZE OR LOAD LIMITS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS  
FOLLOWS:

**SECTION 1.** Section 15.66, Green Bay Municipal Code, Moving of Buildings, is deleted and replaced by Section 9.265, Green Bay Municipal Code, Transport of Loads Exceeding Statutory Size or Load Limits, as follows:

~~15.66 MOVING OF BUILDINGS.~~

**9.265 TRANSPORT OF LOADS EXCEEDING STATUTORY SIZE OR LOAD  
LIMITS.**

(1) Before a permit to ~~move any building~~ **transport any load exceeding statutory size or load limits** is granted by the Building Inspection Department, the party applying therefor shall have a completed "Single Trip Permit Application to Transport a Non-Divisible Load Exceeding Statutory Size and/or Weight" signed by the Director of Public Works and other officers in charge of maintenance for movement on highways and streets in their respective jurisdictions in accordance with Ch. 348, Wis. Stats. The "Single Trip Permit Application" shall be submitted to the Director of Public Works 48 hours prior to applying for a permit to ~~move a building from the Building Inspector~~ **transporting said load.**

(2) BOND REQUIRED. The party applying to ~~move the building~~ **transport any load exceeding statutory size or load limits** shall file with the City Insurance Administrator a surety bond in the sum of \$5,000, which bond shall indemnify the City for any costs and expenses which may accrue against the City as a result of granting such permit.

(3) CERTIFICATE OF INSURANCE REQUIRED. No permit to ~~move any building~~ **transport any load exceeding statutory size or load limits** shall be granted until the applicant files a certificate of insurance with the City Clerk giving evidence of liability insurance in the following amounts:

(6) If the Director of Public Works deems it necessary to post "No Parking" signs and other traffic control signs along the route the building load is to be moved transported on to allow the building load to be moved transported safely, the Director shall order them erected and taken down after the building load is moved transported and bill the full cost to the party receiving the permit to move transport the building load. The City shall hold the sureties of the bond given by the person receiving the permit until the Director of Public Works receives payment in full for erecting and removing the necessary traffic signs.

(7) TREE TRIMMING.

(a) Permission shall in no case be granted to move transport a building load in, along, or upon the public streets of the City if the measurements shown on the "Single Trip Permit Application to Transport a Non-Divisible Load Exceeding Statutory Size and/or Weight" indicates that the street trees along the proposed route will be injured. Trees and shrubs shall not be trimmed or otherwise disturbed without the approval of the Director of Parks, Recreation, and Forestry and the owner.

(b) If it is necessary to trim any City-owned trees or shrubs to move transport the building load, such trimming shall be performed by the Parks, Recreation, and Forestry Department which will bill the full cost of such trimming to the party receiving such permit. The City shall hold the sureties of the bond given by the person receiving the permit until the Director of Parks, Recreation, and Forestry receives payment in full for trimming the trees.

(8) ~~Every person receiving a permit to move a building shall, within one day after the building reaches its destination, report that fact to the Building Inspector who shall report the same to the Director of Public Works.~~ The Director of Public Works shall thereupon inspect the streets over which such building load has been moved transported and ascertain their condition. If the removal transporting of the building load has caused any damage to the streets, the Director of Public Works shall, at the expense of the building mover load transporter, have them repaired by the City pavement repair contractor in as good condition as they were before the permit was granted. If the building mover load transporter shall fail to pay promptly all bills for damage to streets consequent to the moving transporting of the building load, the City shall hold the sureties of bond given by the house mover load transporter responsible for payment of the same.

**SECTION 2.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 3.** This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

SG:bc

12/01/15



GENERAL ORDINANCE NO. 25-15

AN ORDINANCE  
AMENDING SECTION 9.26,  
GREEN BAY MUNICIPAL CODE,  
PROHIBITING HEAVY EQUIPMENT  
ON CERTAIN STREETS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 9.26, Green Bay Municipal Code, is amended as follows:

9.26 **PROHIBITING HEAVY CONSTRUCTION EQUIPMENT ON CERTAIN STREETS.** No person shall propel or move or cause to be propelled or moved any heavy ~~construction~~ equipment or similar machinery having cogs, spikes, or other projections on the outer circumference of wheels over or along any street or alley which has been paved with brick, macadam, asphalt, or other pavement without first having obtained a permit therefor from the Director of Public Works. The Director may grant a permit in writing to propel or move heavy ~~construction~~ equipment or similar machinery over paved streets or alleys in case any such equipment or other machinery cannot be moved or propelled to its destination over streets or alleys that are not paved. The Director of Public Works shall designate in such permit the streets, alleys, or portions thereof over or along which any such heavy construction equipment or similar machinery may be propelled or moved **and designate the duration for which the permit shall remain valid. The requirements of this ordinance apply to all Implements of Husbandry (IOH) and Agricultural Commercial Motor Vehicles (Ag CMV) as defined by Wisconsin State Statutes §340.01(24)(a) and §340.01(10).**

**SECTION 2.** All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

**SECTION 3.** This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

SG:bc

12/01/15

i:\legislative\council 2015\12012015\law\go 25-15 - amend 9.26 prohibiting heavy equipment on certain streets.docx

28

**ZONING ORDINANCE NO. 11-15**

**AN ORDINANCE  
AMENDING ZONING ORDINANCE 9-15  
TO PERMIT MODIFIED SIGNAGE AS PART THE  
PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT  
FOR 1593 EAST MASON STREET  
(ZP 15-23)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by revising the Planned Unit Development District on the following described properties:

GUESNIERS 4TH ADD LOT 12 & W 5 FT OF LOT 13 EX ST IN 1038 R 244 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-478;

GUESNIERS 4TH ADD E 45 FT OF LOT 13 EX ST IN 1038 R 248 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-479;

GUESNIERS 4TH ADD S 1/2 OF LOTS 1 & 2 & S 1/2 OF E 1/2 OF LOT 3 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-468;

GUESNIERS 4TH ADD N 1/2 OF LOTS 1 & 2 & N 1/2 OF E 1/2 OF LOT 3 BLK 1 EX ST IN 1692122, Tax Parcel Number 8-467;

GUESNIERS 4TH ADD E 1/2 OF LOT 4 & W 1/2 OF LOT 3 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-469;

GUESNIERS 4TH ADD E 1/2 OF LOT 5 & W 1/2 OF LOT 4 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-470;

GUESNIERS 4TH ADD LOTS 14-15 & 16 EX 896 R 530 BCR BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-480;

GUESNIERS 4TH ADD E 1/2 OF LOT 6 & W 1/2 OF LOT 5 BLK 1 ALSO VACATED ALLEY, Tax Parcel Number 8-471.

**SECTION 2.** Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

A. Signage. All signage for the current project shall be regulated as required in Sections 13-2003, 13-2004 and 13-2005, Green Bay Municipal Code, and further permit the following:

1. The existing pylon sign may remain and shall comply with current sign regulations, Chapter 13-2010, Table 20-2, free-standing signs, Green Bay Zoning.
2. One new pole sign may be permitted along the southwestern portion of the site with the following standards:
  - a. The sign shall not exceed 16 feet in overall height.
  - b. Two 20 square foot tenant panels (40 square feet total per side).
  - c. Two lines of manual readerboard per side included as part of one tenant panel.
  - d. Eight (8) feet of underclearance.
  - e. The sign may be illuminated.
  - f. Review and approval by the City's Traffic Engineer.
3. Wall signage shall be compliant with Section 13-2010, Table 20-2, signs attached to buildings, Green Bay Municipal Code, C1/C2 District and as depicted on Exhibits A and B.
4. No signage shall face north to Kimball Street except for direction signage approved by staff.

**SECTION 3.** The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

**SECTION 4.** Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6.** In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

**SECTION 7.** If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

**SECTION 8.** This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Mayor

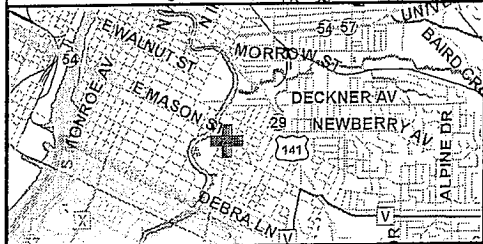
ATTEST:

\_\_\_\_\_  
Clerk

PN:bc


Attachments: Exhibit A - Convenience store signage  
Exhibit B - Car wash signage


12/01/15



request to amend the previously approved Planned Unit Development (PUD) to modify monument signage standards located at 1593 East Mason Street

A diagram showing a stack of three books. An upward-pointing arrow is labeled 'N' and a downward-pointing arrow is labeled 'W'.

 Subject Area

 200' Notice Area

29c

**PROPOSED BUILDING FOR:**  
**GCS EAST MASON ST.**

**SCALE VERIFICATION**

SCALE VERIFICATION: This drawing is a reproduction of the original drawing. It is not to be used for construction purposes. It is for informational purposes only. The original drawing is the only one to be used for construction purposes.

ASB NUMBER: 15-3871

SALES REP: TOM MIEROSIUS (920) 371-2544

DRAWN BY: DBV

DATE: 09-10-2015

REVISIONS:

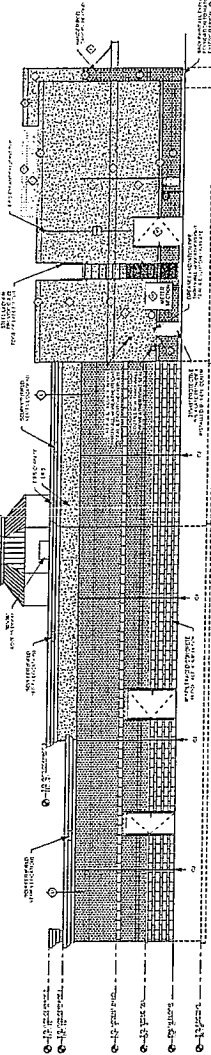
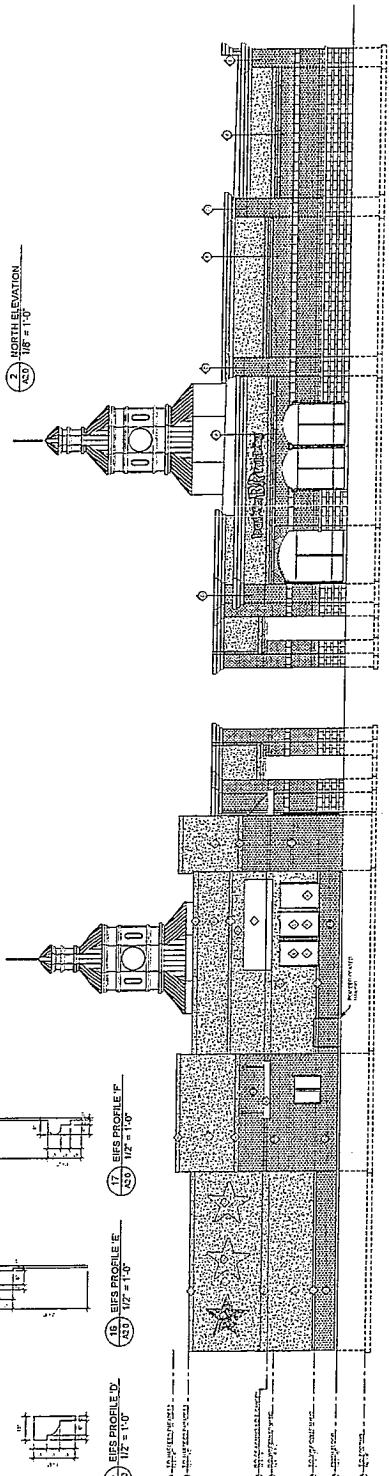
ISSUED FOR:  
☐ PRELIMINARY  
☐ BD SET  
☒ CONSTRUCTION  
SHEET

**A2.0**

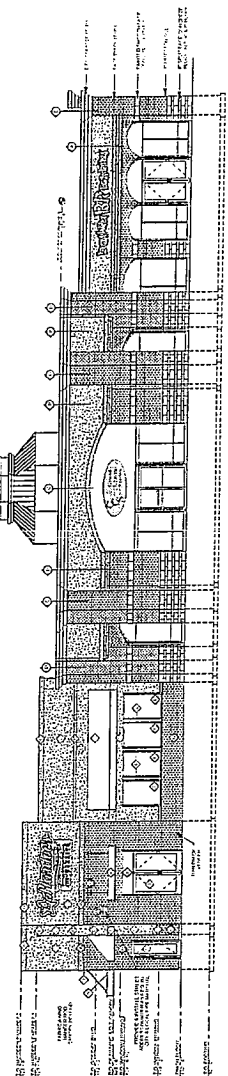
Exhibit A

4 EAST ELEVATION  
1/8" = 1'-0"

3 WEST ELEVATION  
1/8" = 1'-0"

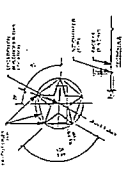


1 SOUTH ELEVATION  
1/8" = 1'-0"

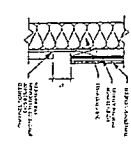


NO.	DESCRIPTION	DATE
1	ASB NUMBER: 15-3871	09-10-2015
2	SALES REP: TOM MIEROSIUS (920) 371-2544	09-10-2015
3	DRAWN BY: DBV	09-10-2015
4	DATE: 09-10-2015	09-10-2015
5	REVISIONS:	09-10-2015
6	ISSUED FOR:	09-10-2015
7	PRELIMINARY	09-10-2015
8	BD SET	09-10-2015
9	CONSTRUCTION	09-10-2015
10	SHEET	09-10-2015

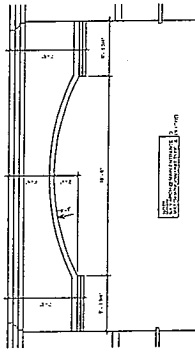
10 STAR LAYOUT  
1/8" = 1'-0"



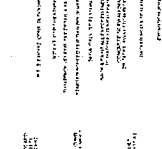
11 CHANTEL SCREED  
1/8" = 1'-0"



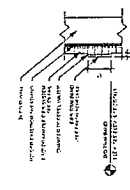
18 BENT ENTRY FACADE  
3/8" = 1'-0"



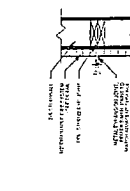
19 BASE & THIN BRICK PLASTER  
1/8" = 1'-0"



7 EIFS BAND B  
1/8" = 1'-0"



8 EIFS BAND G  
1/8" = 1'-0"



9 EIFS EXP. JOINT  
1/8" = 1'-0"





**BAYLAND BUILDINGS**  
P.O. BOX 15271 GREEN BAY, WI 54307  
PHONE: 920.433.1111 FAX: 920.433.1112  
WWW.BAYLANDBUILDINGS.COM  
DESIGN & BUILD GENERAL CONTRACTOR

GREEN BAY, WISCONSIN, COUNTY OF: BROWN

GCS E. MASON STREET

PROPOSED BUILDING FOR:

**SCALE VERIFICATION**  
DRAWN BY: DBV  
DATE: 08-17-2015  
REVISIONS:  
1 10-26-15 DBV

**NOTES:**  
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
2. FINISH GRADE SHALL BE DETERMINED BY THE SURVEYOR.  
3. FOUNDATION SHALL BE CONCRETE ON GRAVEL.  
4. EXTERIOR WALLS SHALL BE 8" CMU WITH REINFORCING BARS.  
5. ROOF SHALL BE 12" GYPSUM CORE WITH 2" POLYSTYRENE INSULATION AND 2" ASPHALT/FLY ASH FLOORING.  
6. INTERIOR WALLS SHALL BE 5/8" GYPSUM BOARD ON STUDS.  
7. FLOORS SHALL BE 4" GYPSUM ON 2" POLYSTYRENE INSULATION AND 2" ASPHALT/FLY ASH FLOORING.  
8. CEILING SHALL BE 5/8" GYPSUM BOARD ON JOISTS.  
9. DOORS SHALL BE 1 1/2" SOLID CORE WITH 1 1/2" GLASS INSERT.  
10. WINDOWS SHALL BE 1 1/2" ALUMINUM FRAME WITH 1/2" GLASS.  
11. EXTERIOR FINISH SHALL BE BRICK.  
12. INTERIOR FINISH SHALL BE PLYMOUTH PANELING.  
13. PAINT SHALL BE PRIMAVERA BY BEN MOORE.

JCS NUMBER: 15-2671

SALES REP: TOM AMERSONUS  
(920) 371-2544

DRAWN BY: DBV

DATE: 08-17-2015

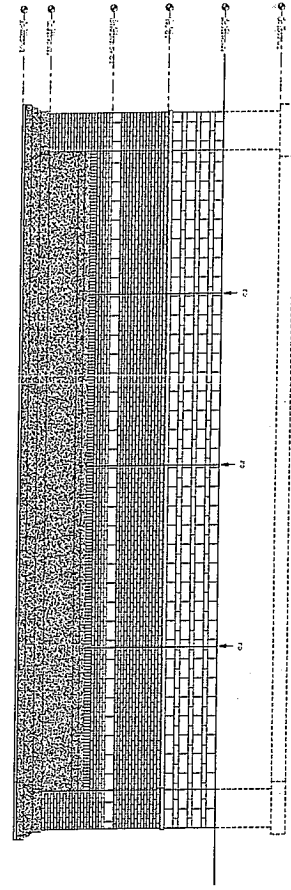
REVISIONS:

1 10-26-15 DBV

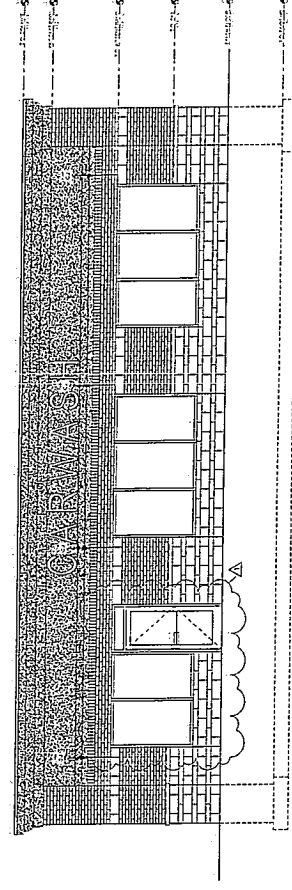
ISSUED FOR:  
☐ PRELIMINARY  
☐ BID SET  
☒ CONSTRUCTION  
SHEET

A2.0

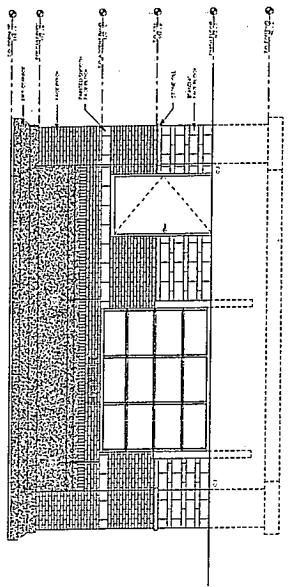
Exhibit B



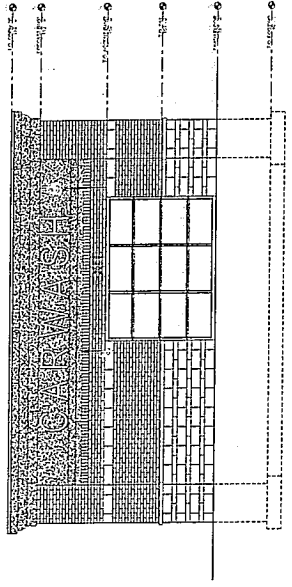
2 WEST ELEVATION  
1/4" = 1'-0"



3 EAST ELEVATION  
1/4" = 1'-0"



1 NORTH ELEVATION  
1/4" = 1'-0"



4 SOUTH ELEVATION  
1/4" = 1'-0"

24e

**CITY OF GREEN BAY  
CONSTITUENT COMMUNICATIONS POLICY**

**1. Purpose.** It is the purpose of this policy to establish guidelines to allow a constituent the ability to submit communications to the Common Council or its Committees.

**2. Definitions.**

- a. "Constituent" an individual who resides in the City of Green Bay or a business owner or agent of a business that is located within the City of Green Bay.

**3. Procedure.** Any Constituent wishing to submit a communication to the Common Council or its Committees shall go to the Clerk's office and fill out a communications form. The form will be reviewed by the Clerk's office and Law Department to determine whether it is relevant to matters of city government concern or jurisdiction and placed on an agenda to be heard by the proper Committee or the Common Council.